

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE

Case
29-CB-245479

Date Filed
7/25/2019

INSTRUCTIONS: File an original and 4 copies of this charge and an additional copy for each organization, each local, and each individual named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name Local 2020, Home Healthcare Workers of America, IUJAT		b. Union Representative to contact Steve Elliot, President
c. Telephone No. (203) 205-0101 (fax)	d. Address (street, city, state and ZIP code) 93 Lake Avenue, Suite 103 Danbury CT 06810	
e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(a), subsections (list subsections) 8(b)(1)(A) and 8(b)(2) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		

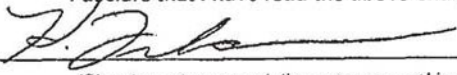
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices.)

Within the last six months, the above-named labor organization has restrained and coerced employees in the exercise of their Section 7 rights by obtaining unlawful assistance from the employer and causing the employer to discriminate against employees in violation of Section 8(a)(3) of the Act.

3. Name of Employer Preferred Home Care of New York		4. Telephone No. 718-841-8000
5. Location of plant involved (street, city, state, and ZIP code) 1267 57 th Street Brooklyn, NY 11219		6. Employer representative to contact Berry Weiss, President and CEO
7. Type of establishment (factory, mine, wholesaler, etc.) Licensed Home Care Services Agency	8. Identify principal product or service Home Health Care	9. Number of workers employed 1201
10. Full name of party filing charge 1199SEIU United Healthcare Workers East		
11. Address of party filing charge (street, city, state, and ZIP code) 310 West 43rd Street New York, NY 10036-6407, New York, NY 10036-6407		12. Telephone No. (212) 582-1890

13. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By  _____
(Signature of representative or person making charge)
Address Levy Ratner, P.C., 80 Eighth Avenue, Floor 8, New York, NY 10011
Kimberly Lehmann, Attorney for 1199
(title or office, if any)
212-627-8100
(Telephone No.)
7/24/2019
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

U.S. GPO: 2000-464-840/29974



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579



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July 25, 2019

Steve Elliot, President
Local 2020, Home Healthcare Workers of America, IUJAT
93 Lake Avenue, Suite 103
Danbury, CT 06810-6342

Re: Local 2020, Home Healthcare Workers of
America, IUJAT (Preferred Home Care of
New York)
Case 29-CB-245479

Dear Mr. Elliot:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner SHAO F. CHEN whose telephone number is (718)765-6186. If this Board agent is not available, you may contact Supervisory Field Examiner KATE ANDERSON whose telephone number is (718)765-6181.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

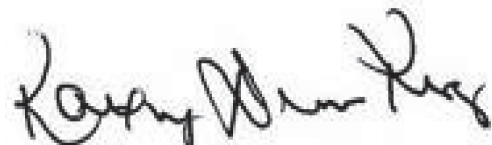
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King", written in a cursive style.

KATHY DREW-KING
Regional Director

Enclosure: Copy of Charge

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**LOCAL 2020, HOME HEALTHCARE
WORKERS OF AMERICA, IUJAT
(PREFERRED HOME CARE OF NEW YORK)**

Charged Party

and

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

Charging Party

Case 29-CB-245479

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on July 25, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Steve Elliot, President
Local 2020, Home Healthcare Workers of
America, IUJAT
93 Lake Avenue, Suite 103
Danbury, CT 06810-6342

July 25, 2019

Date

Leila Robles, Designated Agent of NLRB

Name

/s/

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579



Download
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July 25, 2019

1199SEIU United Healthcare Workers East
310 West 43rd Street, 4th Floor
Nursing Home Division
New York, NY 10036

Re: Local 2020, Home Healthcare Workers of
America, IUJAT (Preferred Home Care of
New York)
Case 29-CB-245479

Dear Sir or Madam:

The charge that you filed in this case on July 25, 2019 has been docketed as case number 29-CB-245479. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner SHAO F. CHEN whose telephone number is (718)765-6186. If this Board agent is not available, you may contact Supervisory Field Examiner KATE ANDERSON whose telephone number is (718)765-6181.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to

take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

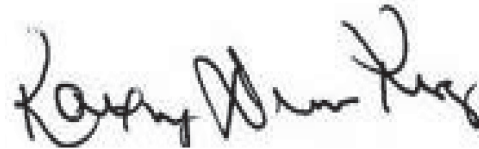
Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlrb.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



KATHY DREW-KING
Regional Director

cc: Kimberly Lehmann, Attorney for 1199
Levy Ratner, P.C.
80 Eight Avenue, 8th Floor
New York, NY 10011-7175



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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July 25, 2019

Berry Weiss, President and CEO
Preferred Home Care of New York
1267 57th Street
Brooklyn, NY 11219-4572

Re: Local 2020, Home Healthcare Workers of
America, IUJAT (Preferred Home Care of
New York)
Case 29-CB-245479

Dear Mr. Weiss:

Enclosed is a copy of a charge that has been filed in this case. Although this charge is not filed against you, it is necessary for us to obtain information from you to determine whether we have jurisdiction over this case. In the future we may also need to obtain evidence from you concerning the merits of the charge. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

If, during the investigation of this matter, the Board agent asks for evidence, I strongly urge you or your representative to promptly present all evidence relevant to the investigation. In this way, the case may be fully investigated more quickly.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at a hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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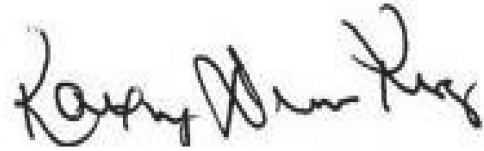
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Local 2020, Home Healthcare Workers of - 3 -
America, IUJAT (Preferred Home Care of
New York)
Case 29-CB-245479

We can provide assistance for persons with limited English proficiency or disability.
Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is fluid and cursive, with the first name "Kathy" being more prominent.

KATHY DREW-KING
Regional Director

Enclosures

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

29-CB-245479

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

NATIONAL LABOR RELATIONS BOARD
NOTICE OF APPEARANCE

_____X

Case# 29-CB-245479

PREFERRED HOME CARE OF NEW YORK
(LOCAL 2020, HOME HEALTHCARE
WORKERS OF AMERICA, IUJAT)

_____X

TO: (CHECK ONE BOX ONLY)

☒ REGIONAL DIRECTOR ☐ EXECUTIVE SECRETARY ☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C. 20570 WASHINGTON, D.C. 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS A REPRESENTATIVE OF
LOCAL 2020, HOME HEALTHCARE WORKERS OF AMERICA, IUJAT

IN THE ABOVE CAPTIONED MATTER.

SIGNATURE OF REPRESENTATIVE (PLEASE SIGN IN INK) <i>s/ Gary P. Rothman</i>	REPRESENTATIVE'S NAME, ADDRESS, ZIP CODE (PRINT OR TYPE) Gary P. Rothman, Esq. ROTHMAN ROCCO LARUFFA, LLP 3 West Main Street - Suite 200 Elmsford, New York 10523 Ph: (914) 478-2801 Fax: (914) 478-2913 Email: grothman@rothmanrocco.com
DATE July 29, 2019	AREA CODE TELEPHONE NUMBER (914) 478-2801

IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

National Labor Relations Board
**NOTICE OF DESIGNATION OF ATTORNEY
OR REPRESENTATIVE**

Local 2020, Home Healthcare Workers of
America, IUJAT

Union,

and

Preferred Home Care of New York,

Employer.

CASE NO.

29-CB-245479

To: Regional Director,

I, (b) (6), (b) (7)(C), (b) (7)(D), the undersigned, hereby designate
Laureve D. Blackstone, whose name and address appear below,
as my attorney/representative in this proceeding.

This designation shall remain valid until a written revocation of it, signed by me, is filed with the Board.

FULL NAME OF WITNESS

(b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

SIGNATURE OF WITNESS (please sign in ink)

8/18/19

DATE

NAME OF ATTORNEY/REPRESENTATIVE

Laureve D. Blackstone

☒ REPRESENTATIVE IS AN ATTORNEY

MAILING ADDRESS

Levy Ratner, P.C.
80 8th Avenue, 8th Fl
New York, NY 10011

EMAIL ADDRESS

lblackstone@levyratner.com

TELEPHONE NUMBER

(212) 627-8100

NATIONAL LABOR RELATIONS BOARD
NOTICE OF APPEARANCE

LOCAL 2020, HOME HEALTHCARE WORKERS OF AMERICA,
IUJAT, (Preferred Home Care of New York)

Union,

and

1199SEIU UNITED HEALTHCARE WORKERS EAST

Union.

CASE 29-CB-245479

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF

(b) (6), (b) (7)(C), (b) (7)(D)

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Laureve D. Blackstone

MAILING ADDRESS: Levy Ratner, P.C., 80 Eighth Avenue, 8th Floor, New York, NY 10011-7175

E-MAIL ADDRESS: lblackstone@levyratner.com

OFFICE TELEPHONE NUMBER: (212) 627-8100 x 208

CELL PHONE NUMBER: FAX: (212) 627-8182

SIGNATURE:

(Please sign in ink.)

DATE: August 14, 2019

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

**AMENDED CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
29-CB-245479	7-26-19

INSTRUCTIONS: File an original and 4 copies of this charge and an additional copy for each organization, each local, and each individual named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT


- a. Name
Local 2020, Home Healthcare Workers of America, IUJAT
- b. Union Representative to contact
Steve Elliot, President
- c. Telephone No.
(203) 205-0101
(fax)
- d. Address (street, city, state and ZIP code)
93 Lake Avenue, Suite 103
Danbury CT 06810
- e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(a), subsections (list subsections) 8(b)(1)(A) and 8(b)(2) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices.)

Within the last six months, the above-named labor organization has restrained and coerced employees in the exercise of their Section 7 rights by obtaining unlawful assistance from the employer and causing the employer to discriminate against employees in violation of Section 8(a)(3) of the Act.

3. Name of Employer
Preferred Home Care of New York
4. Telephone No.
718-841-8000
5. Location of plant involved (street, city, state, and ZIP code)
2357 60th Street
Brooklyn, NY 11204
6. Employer representative to contact
Berry Weiss, President and CEO
7. Type of establishment (factory, mine, wholesaler, etc.)
Licensed Home Care Services Agency
8. Identify principal product or service
Home Health Care
9. Number of workers employed
10. Full name of party filing charge
1199SEIU United Healthcare Workers East
11. Address of party filing charge (street, city, state, and ZIP code)
310 West 43rd Street
New York, NY 10036-6407, New York, NY 10036-6407
12. Telephone No.
(212) 582-1890

13. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By 
(Signature of representative or person making charge)
Address Levy Ratner, P.C., 80 Eighth Avenue, Floor 8, New York, NY 10011

Kimberly Lehmann, Attorney for 1199
(title or office, if any)
212-627-8100 7/25/2019
(Telephone No.) (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

*U.S. GPO: 2000-464-640/29074



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579



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Steve Elliot, President
Local 2020, Home Healthcare
Workers of America, IUJAT
93 Lake Avenue, Suite 103
Danbury, CT 06810-6342

August 1, 2019

Re: Local 2020, Home Healthcare Workers of
America, IUJAT (Preferred Home Care of
New York)
Case 29-CB-245479

Dear Mr. Elliot:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Examiner SHAO F. CHEN whose telephone number is (718)765-6186. If the agent is not available, you may contact Supervisory Field Examiner KATE ANDERSON whose telephone number is (718)765-6181.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

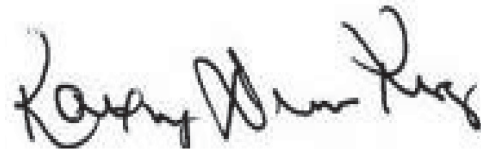
Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the

Board agent. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is fluid and cursive, with the first name "Kathy" being more prominent and the last name "Drew-King" following in a similar style.

KATHY DREW-KING
Regional Director

Enclosure: Copy of first amended charge

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**LOCAL 2020, HOME HEALTHCARE
WORKERS OF AMERICA, IUJAT**

Charged Party

and

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

Charging Party

Case 29-CB-245479

**AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST LABOR
ORGANIZATION**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **August 1, 2019**, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Steve Elliot, President
Local 2020, Home Healthcare Workers of
America, IUJAT
93 Lake Avenue, Suite 103
Danbury, CT 06810-6342

August 1, 2019

Date

FREDA DEVONSHIRE, Designated
Agent of NLRB

Name

/S/

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlr.gov
Telephone: (718)330-7713
Fax: (718)330-7579



Download
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1199SEIU United Healthcare Workers East
310 West 43rd Street, 4th Floor
Nursing Home Division
New York, NY 10036

August 1, 2019

Re: Local 2020, Home Healthcare Workers of
America, IUJAT (Preferred Home Care of
New York)
Case 29-CB-245479

Dear Sir or Madam:

We have docketed the first amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Examiner SHAO F. CHEN whose telephone number is (718)765-6186. If the agent is not available, you may contact Supervisory Field Examiner KATE ANDERSON whose telephone number is (718)765-6181.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

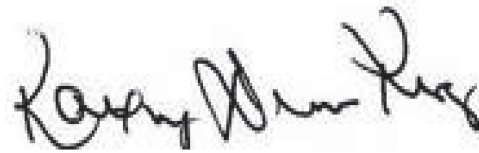
Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter

sent to you with the original charge in this matter. If you have any questions, please contact the Board agent. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is fluid and cursive, with the first name "Kathy" being more prominent.

KATHY DREW-KING
Regional Director

cc: Kimberly Lehmann, Attorney for 1199
 Levy Ratner, P.C.
 80 Eight Avenue, 8th Floor
 New York, NY 10011-7175

NATIONAL LABOR RELATIONS BOARD
NOTICE OF APPEARANCE

LOCAL 2020, HOME HEALTHCARE WORKERS OF AMERICA,
IUJAT,

Union,

and

PREFERRED HOME CARE OF NEW YORK,

Employer.

CASE 29-CB-245479

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

1199SEIU United Healthcare Workers East
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Laureve D. Blackstone

MAILING ADDRESS: Levy Ratner, P.C., 80 Eighth Avenue, 8th Floor, New York, NY 10011-7175

E-MAIL ADDRESS: lblackstone@levyratner.com

OFFICE TELEPHONE NUMBER: (212) 627-8100 x 208

CELL PHONE NUMBER: _____ FAX: (212) 627-8182

SIGNATURE: Laureve D. Blackstone

(Please sign in ink.)

DATE: August 12, 2019

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

From: [Gary Rothman](#)
To: [Chen, Shao F.](#)
Subject: 29-CB-245479 (Preferred Home Care)
Date: Tuesday, July 30, 2019 5:35:02 PM
Attachments: [Local 713 Cease & Desist 092817.pdf](#)
[L 713 Not 2020 Docs.pdf](#)

Dear Shao, please find attached several documents that reflect the fact that Local 713, IBOTU, AFL-CIO is not related to Local 2020, Home Healthcare Workers of America, IUJAT.

1. First is Local 2020's LM-1, filed with the DOL on or about April 23, 2019. It is available on the DOL's information office web site. It reflects that the officers of Local 2020 are Joe Pecora and John Ferrante. Neither of these individuals is now or were ever employed by Local 713. The HHWA and it's International Union, the IUJAT (International Union of Journeymen and Allied Trades) are not affiliated with the AFL-CIO.
2. Second is the cover page of Local 713's Form LM-2 for the calendar year 2018. This is also available on the DOL's website. Note that it reflects that union's affiliation with the ILA (International Longshoreman Association) and the AFL-CIO. The President of Local 713, Richard Dombrowski, is not now, nor has he ever been employed by the HHWA or the IUJAT.
3. Third, is a copy of Local 713's web site page. Note that it says in 2016 it became affiliated with the AFL-CIO.
4. The Region can take official notice that in case 29-CB-208114 concerning Local 713 and Preferred Home Care, the Union appeared and was identified as Local 713, IBOTU, UMD, ILA, AFL-CIO. It is not identified as being related to the HHWA or IUJAT.
5. In the interests of full disclosure, Local 713, IBOTU was independently affiliated with the IUJAT for a period of time that ended with its exclusion from the IUJAT in February 2011. That exclusion is memorialized in several documents of which I am attaching only one for now - a letter from this writer to Local 713, dated September 28, 2017 insisting that it cease and desist from holding itself out as being associated with the IUJAT. As I recall, a letter was also sent to Alvin Blyer, the Regional Director of Region 29, informing him and requesting that any records or matters pending in Region 29 concerning Local 713 be corrected to ensure they do not reflect that Local 713 is related to or affiliated with the IUJAT.

I will be away on vacation until August 7, 2019. If you would like any more information on this matter, I will be happy to provide it to you upon my return. thank you for your cooperation.

--

Gary Rothman

grothman@rothmanrocco.com

3 West Main Street - Ste. 200

Elmsford, New York 10523

(T) 914-478-2801 (F) 914-478-2913

(C) 917-376-4466



FORM LM-1

LABOR ORGANIZATION INFORMATION REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 03-31-2019

For Official Use Only

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

Identification Items (To be completed by all filers)

1. File Number 2. What is your organization's fiscal year ending date? 12 / 31 / 2019

3. Is this the first Form LM-1 your organization has filed?

☒ Yes, this is an INITIAL FORM LM-1.

☐ No, this is an AMENDED FORM LM-1.

(Complete Items 2 through 21.)

(Complete Items 1 through 9, 18, 20, and 21.)

4. Affiliation or Organization Name

INTERNATIONAL UNION OF JOURNEYMEN & ALLIED TRADES

5. Designation (Local, Lodge, etc.)

LU - Local Union

6. Designation Number

Prefix Number 2020 Suffix

7. Unit Name (if any)

HOME HEALTHCARE WORKERS OF AMERICA

8. Mailing Address

Name JOHN FERRANTE

Title SECRETARY TREASURER

P.O. Box, Bldg., and Room No., if any

Street 93 LAKE AVE, STE 103

City DANBURY

State Connecticut ZIP Code + 4 06810

9. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., and Room No., if any

Street

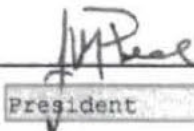
City

State ZIP Code + 4

Signatures

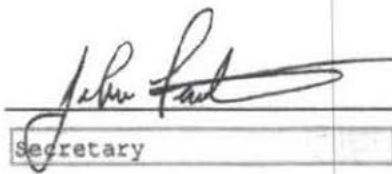
Each of the undersigned, duly authorized officers of the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See the section on penalties in the instructions.)

20. Signed


President

President
(if other title, see
instructions)

21. Signed


Secretary

Secretary
(if other title, see
instructions)

On

4/23/2019

Date

(718) 658-4848

Telephone Number

On

4/23/2019

Date

(718) 658-4848

Telephone Number

FORM LM-1

LABOR ORGANIZATION INFORMATION REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 03-31-2019

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Yes, this is an INITIAL FORM LM-1.



No, this is an AMENDED FORM LM-1.

(Complete Items 2 through 21.)

(Complete Items 1 through 9, 18, 20, and 21.)

4. Affiliation or Organization Name

INTERNATIONAL UNION OF JOURNEYMEN & ALLIED TRADES

5. Designation (Local, Lodge, etc.)

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6. Designation Number

Prefix Number 2020 Suffix

7. Unit Name (if any)

HOME HEALTHCARE WORKERS OF AMERICA

8. Mailing Address

Name JOHN FERRANTE

Title SECRETARY TREASURER

P.O. Box, Bldg., and Room No., if any

Street 93 LAKE AVE, STE 103

City DANBURY

State Connecticut ZIP Code + 4 06810

9. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., and Room No., if any

Street

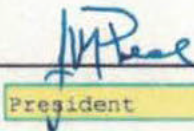
City

State ZIP Code + 4

Signatures

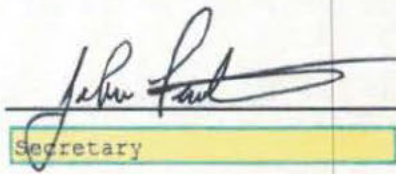
Each of the undersigned, duly authorized officers of the above labor organization, declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See the section on penalties in the instructions.)

20. Signed


President

President
(if other title, see
instructions)

21. Signed


Secretary

Secretary
(if other title, see
instructions)

On

4/23/2019
Date

(718) 658-4848
Telephone Number

On

4/23/2019
Date

(718) 658-4848
Telephone Number

Name of Labor Organization **INTERNATIONAL UNION OF JOURNEYMEN & ALLIED TRADES**

File Number

Practices and Procedures (To be completed by all filers except Federal employee labor organizations subject solely to Title VII of the Civil Service Reform Act or Chapter 10 of the Foreign Service Act)

18. Enter in Column (1) the page number and section or paragraph number of your organization's constitution and bylaws where the listed practice or procedure is described. Or, if not described in the constitution and bylaws, check the box in Column (2) and provide a description of the practice or procedure in Item 19 or on an attached page.

Practice or Procedure	(1) Page, Section, and/or Paragraph Number of Constitution and Bylaws	(2) Described in Item 19
a. Qualifications for or restrictions on membership	PAGE 2, ARTICLE V, A	a. <input type="checkbox"/>
b. Levying assessments	PAGE 10-11, ARTICLE XII	b. <input type="checkbox"/>
c. Participating in insurance or other benefit plans	PAGE 7, ARTICLE IX, C	c. <input type="checkbox"/>
d. Authorizing disbursement of labor organization funds	PAGE 7, ARTICLE IX, C	d. <input type="checkbox"/>
e. Auditing financial transactions of the labor organization	PAGE 10, ARTICLE XI	e. <input type="checkbox"/>
f. Calling regular and special meetings	PAGE 1, ARTICLE II	f. <input type="checkbox"/>
g.1. Selecting officers and stewards and selecting any representatives to other bodies composed of labor organizations' representatives.	PAGE 3, ARTICLE VII	g.1. <input type="checkbox"/>
g.2. Invoking procedures by which a member may protest a defect in the election of officers (including not only all procedures for initiating an election protest but also all procedures for subsequently appealing an adverse decision, for example, procedures for appeals to superior or parent bodies, if any)	PAGE 5, ARTICLE VII, J	g.2. <input type="checkbox"/>
h. Disciplining or removing officers or agents for breaches of their trust	PAGE 11, ARTICLE XIII	h. <input type="checkbox"/>
i. Imposing fines and suspending or expelling members including the grounds for such action and any provision made for notice, hearing, judgment on the evidence, and appeal procedures	PAGE 12, ARTICLE XIV	i. <input type="checkbox"/>
j. Authorizing bargaining demands	PAGE 9, ARTICLE IX, C, 16	j. <input type="checkbox"/>
k. Ratifying contract terms	PAGE 14, ARTICLE XV	k. <input type="checkbox"/>
l. Authorizing strikes	PAGE 14, ARTICLE XVI	l. <input type="checkbox"/>
m. Issuing work permits	N/A	m. <input type="checkbox"/>

Additional Information (To be completed by all filers, as necessary)**19. Additional Information**



Gary P. Rothman
grothman@rothmanrocco.com
(914) 478-2801 x. 101

September 28, 2017

(b) (6), (b) (7)(C)

Local 713, IBOTU
400 Garden City Plaza – Suite 100A
Garden City, NY 11530

Re: Use of IUJAT Name

Dear **(b) (6), (b) (7)(C)**:

Please be advised this office is counsel for the International Union of Journeymen and Allied Trades ("IUJAT"). The IUJAT has learned that Local 713, International Brotherhood of Trade Unions ("Local 713") continues to use the name of IUJAT as a referenced affiliation on its web pages and other internet pages. This is the third time we have written to you about Local 713's continued misappropriation of the IUJAT name.

As you know, Local 713's charter from IUJAT was revoked on February 7, 2011. Since that date, Local 713 has not been authorized to use or display any moniker indicating it continues to be affiliated with the IUJAT, or to hold itself out as affiliated with that International Union in any way shape or form. We wrote to you on October 15, 2012 concerning the use of the IUJAT name on your letterhead and in a souvenir journal and again on August 30, 2013 concerning the appearance of the IUJAT name in an NLRB proceeding. We also wrote to the Regional Director of NLRB Region 29 to inform that Region that Local 713 was not affiliated with IUJAT and should not be identified as such in any NLRB proceeding.

We have recently learned that Local 713 continues to identify itself as affiliated with IUJAT on its web site and other web based search engines. Attached is a sample of such listings. This letter is to state, once again that Local 713 may not utilize any reference or depiction of the IUJAT name or other information that reflects or infers any relation between IUJAT and Local 713, IBOTU and to demand, once again, that Local 713 immediately take steps to cease and desist from doing so now and in the future.

September 28, 2017

Page | 2

Demand is hereby made that Local 713 take all necessary steps to remove all references of affiliation with IUJAT from web site search engines and results. Google, Bing, Yahoo and other search engines have mechanisms to remove inaccurate information from your postings. The following web addresses will guide Local 713 in this process:

<https://www.google.com/webmasters/tools/removals?pli=1>

<https://help.yahoo.com/kb/SLN4530.html>

<https://www.bing.com/webmaster/help/bing-content-removal-tool-cb6c294d>

You should consult your IT consultants for further assistance, but it must be done.

The IUJAT reserves all rights relative to this matter. Please be guided accordingly.

Very truly yours,



Gary P. Rothman

Encl.

Who Are We?	What is a Union?	What Do We Do?	Why Do We Care?	Some of The Industries We Represent
What are The Benefits?	Why Choose Us?	Its Your Choice	What Are Your Rights?	On The Job With Local 713
	Members' Responsibility To The Union		Organize a Union Where You Work	Welfare Fund Latest Updates
				Health and Welfare Fund

**Local 713
International
Brotherhood of Trade
Unions - 400 Garden
City Plaza Suit 106**

History of Local 713:

Local 713 I.B.O.T.U. was originally conceived in October of 1995 as an Independent-Amalgamated International Union. As an International Union, Local 713 I.B.O.T.U. issued charters to form other Local Unions. Its jurisdiction had no limits and its members come from a wide range of unrelated industries. In 2016 Local 713 Became affiliated with the AFL-CIO

Local 713 is registered with the Department of Labor and is acknowledged by the National Labor Relations Board as a Certified Bargaining Representative. In 1998 the I.B.O.T.U. Health and Welfare Fund was formed which self funds several medical plans and has contracts with major insurance carriers, which allows for enrollment of members into several fully insured health care carriers such as, Cigna, Empire Blue Cross Blue, and Magnacare.

In November 2007 Local 713 applied for the establishment of the Local 713 Annuity Fund. Which is currently in effect.

Today this Local Union's membership is still very much diverse both geographically and industrially. Local 713 represents employees in every conceivable type of business, including but not limited to manufacturing, service and sales, clericals, skilled and semi-skilled crafts and construction trades, as well as a multitude of various kinds of vehicle operators, warehouse workers and home health care aides, to enumerate just a few.

The main advantages of having a diverse membership is two-fold, one is the knowledge Local 713 gains by dealing with various industries which benefits its members when dealing with their Employers and their Attorneys the other gives our members a choice when they wish to change jobs.

Local 713's mission is to improve the lives of our members and their families. To give voice to their job related concerns, issues and complaints. To promote democracy, human rights and freedom of speech within our Union and bring dignity, justice, and respect to their work place. To protect our members from job related injustices and promote job safety and security. To these ideals, this Local Union and all who serve pledge to its members in every trade, industry and vocations. When our members speak Local 713 listens.

Values such as truthfulness, loyalty, dedication and responsibility have long been in-bread into Local 713's leadership, yet with an openness to learn and embrace modern technology and new ideas.

Make a free website with



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579

Agent's Direct Dial: (718)765-6186

August 16, 2019

Gary Rothman, Esq.
Rothman Rocco Laruffa, LLP
3 West Main Street - Ste. 200
Elmsford, NY 10523-2414

Re: Local 2020, Home Healthcare Workers of
America, IUJAT (Preferred Home Care of
New York)
Case 29-CB-245479

Dear Mr. Rothman:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-referenced matter.

Allegations: The allegations for which I am seeking your evidence are as follows. The Charging Party 1199SEIU alleges that within the past six months, the Charged Party Local 2020, Home Healthcare Workers of America, IUJAT, has restrained and coerced employees in the exercise of their Section 7 rights by obtaining unlawful assistance from Preferred Home Care of New York (the Employer) and caused the Employer to discriminate against employees in violation of Section 8(b)(1)(A) and 8(b)(2) of the Act.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by **August 23, 2019** to schedule these affidavits.

While not considered full and complete cooperation, if the Charged Party elects to respond solely through a position statement, please respond to the following and provide any relevant documents or evidence to support its position:

1. Please respond to the allegations above.
2. Please describe the Charged Party's organizing campaign and the start and end dates of the organizing campaign, and how the Charged Party solicited union authorization cards from the Employer's employees. Please detail the Charged Party's efforts in gathering union cards, including the number of locations the Charged Party sent representatives to and the dates it sent its representatives to

those locations, the length of time those representatives stayed at those locations, the number of representatives sent to each location, and what the representatives did at the locations, and the approximate number of employees it approached at each location.

3. Please provide copies of all neutrality agreements the Charged Party signed with the Employer.
4. Within the past six months, did the Charged Party receive access from the Employer to speak to its employees at or near any meetings or training sessions the Employer held for its employees?
5. Did the Charged Part solicit union membership/authorization or dues-checkoff cards from employees of the Employer inside or outside of any such meetings as described in paragraph #3? If so, please provide a description of what occurred, how many employees were present and the names of any Charged Party representatives present.
6. Within the past six months, did the Charged Party receive any information from the Employer regarding the locations, times, and dates of any meetings or training sessions for its employees? Please indicate when the Charged Part received such information and how. Please provide a copy of all written and electronic correspondence between the Charged Party and the Employer related to such provision of information.
7. Please provide copies of all correspondence between the Charged Party and the Employer regarding the Charged Party's organizing efforts or attempts to represent the employees of the Employer.
8. Did the Charged Party receive recognition from the Employer? Please provide copies of any recognition agreement the Employer signed with the Charged Party.
9. Please provide copies of all communications with the arbitrator or any other individual/outside entity that may have conducted any card check that was relied upon in granting the Charged Party recognition. Please provide the contact information of the arbitrator and all relevant individuals involved in the card check.
10. Please provide copies of all authorization/membership cards or any other evidence the Employer may have relied upon in determining if the Charged Party had majority status of its employees.
11. Has the Charged Party entered into negotiations or signed any collective bargaining agreements with the Employer? If so, please provide a copy of any

communications exchanged between the parties to schedule or otherwise discuss negotiations, any proposals exchanged between the parties and any collective bargaining agreement that may have been reached.

Position on 10(j) Relief: You are also requested to provide your position as to the appropriateness of Section 10(j) injunctive relief in this matter. As you may know, Section 10(j) of the Act permits the NLRB to ask a federal district court “for appropriate temporary relief or restraining order” pending the Board’s resolution of an unfair labor practice charge. The district court is authorized to grant “such temporary relief or restraining order as it deems just and proper.” *If* the Region determines the Charged Party has violated the Act as alleged, the Region will consider whether to seek injunctive relief in this matter. Accordingly, please provide your position, legal theory, case law, and supporting evidence regarding whether injunctive relief would be appropriate for the alleged violations in this case and whether such injunctive relief would be just and proper. I wish to emphasize that the Region has not yet made a decision as to whether the Charged Party has violated the Act as alleged. Rather, we want to provide you with adequate notice that injunctive relief will be considered if such a decision is made.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by **August 23, 2019**. If you are willing to allow me to take affidavits, please contact me by August 23, 2019 to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (718)765-6186, or e-mail, shao.chen@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

Shao F. Chen

SHAO F. CHEN
Field Examiner



Gary P. Rothman
grothman@rothmanrocco.com
(914) 478-2801 x. 101

August 30, 2019

Filed Via Electronic Filing

National Labor Relations Board
Region 29
Two Metro Tech Center – Suite 5100
Brooklyn, New York 11201-3838
Att.: Shao F. Chen, Field Examiner

RE: Local 2020, Home healthcare Workers of America, IUJAT
(Preferred Home Care of New York) 29-CB-245479

Dear Field Examiner Chen:

This office represents Local 2020, Home Healthcare Workers of America, IUJAT (“Union”) in the above referenced matter. We write regarding the above referenced charge, which alleges the Union violated Sections 8(b)(1)(A) and 8(b)(2) of the Act “by obtaining unlawful assistance from the employer and causing the employer to discriminate against employees in violation of Section 8(a)(3) of the Act.”

The Union denies that it violated the Act in any respect in connection with the allegations herein. Rather, the Union received recognition from Preferred Home Care of New York (“Employer”) on or about July 25, 2019 as the lawful representative of its home health and personal care aides after the issuance of a card count certification by an impartial neutral arbitrator establishing its majority status. The Union executed a carefully planned organizing campaign that was free of employer interference pursuant to a lawful neutrality agreement previously entered into between the Union and the Employer.

The lawfulness of neutrality and card count recognition agreements are firmly established in Board law. The Neutrality Agreement was the instrument by which the Employer and the Union agreed on the principles for organizing employees and by which the Union would be recognized as the exclusive bargaining representative of the employees if a majority of eligible employees gave the Union authorization for that status. See, Neutrality Agreement, para. 1(d). It is well established that an employer may voluntarily recognize a union that has obtained support

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of a majority of employees in an appropriate unit without a Board-conducted election and that an employer may waive its right to insist on such an election. *Snow & Sons*, 134 NLRB 709 (1961), enf'd. 308 F.2d 687 (9th Cir. 1962). A contractual card-check agreement is an acceptable means of effectuating an employer's voluntary recognition. *Houston Division of the Kroger Company*, 219 NLRB 388, 389 (1975); *Pall v. Biomedical Products*, 331 NLRB 1674 (2000). Employer "neutrality" provisions can lawfully be incorporated into card-check agreements. *Verizon Information Systems*, 335 NLRB 558 (2001), 2001 NLRB LEXIS 665; *Hotel & Restaurant Employees Union Local 217 v. J.P. Morgan Hotel*, 996 F.2d 561 (2d Cir. 1993)(enforcing card-check and neutrality agreement pursuant to LMRA §301). Indeed, even waivers of an employer's right to prohibit nonemployee union representatives from accessing its property – a provision not included in this Neutrality Agreement – may be lawfully included in such agreements. *Lechmere, Inc. v. NLRB*, 502 U.S. 527 (1992). The actions of the Union and the Employer in this case, were conducted in a manner that comported with established law every step of the way.

Submitted herewith, or to be provided at a later date, are the controlling documents relevant to this campaign referenced above and which have been requested by the Region in its August 16, 2019 letter addressed to the undersigned, *to wit*:

1. Neutrality Agreement between the Union and the Employer, effective July 8, 2019.
2. Certification of Card Count issued by Arbitrator J.J. Pierson, Esq. ("Arbitrator") on July 24, 2019, certifying the Union's submission of 2,252 union authorization cards (62%) out of 3,607 eligible members of the bargaining unit.
3. Recognition Agreement, dated July 25, 2019, entered into between the Union and the Employer pursuant to the Certification of Card Count.
4. Authorization cards collected by the Union and presented to the Arbitrator.¹
5. Employee List provided by the Employer for the card count.
6. E-mail correspondence concerning the Recognition Agreement and bargaining.

The Organizing Campaign: The Union's organizing campaign as contemplated and provided for in the Neutrality Agreement (see, paragraph 4) was for it to have the ability to approach employees and solicit union authorization cards on dates when the Employer would hold meetings with employees, but not in the meeting rooms and outside of the presence of the

¹ The Union will discuss with Mr. Chen or his Supervisor the manner and method of how to provide these cards to the Region, but they are too voluminous to attach to this submission.

Employer.² Consistent with the Neutrality Agreement, the Union did not participate in, was not given access into, did not enter or disrupt the meetings with employees. In accordance with the Neutrality Agreement, the Union requested and the Employer provided it a list of employees in the agreed upon bargaining unit. The Union was also informed of the dates and times of Employer meetings and the meeting venues. Meetings were held on July 20, 21, 22, and 23, 2019 in Brooklyn, Bronx, and Queens counties in New York City, and in Hicksville, Long Island, respectfully. The Union was present at up to five (5) meeting sessions each day over the four (4) day period.

The Union had approximately thirty representatives assigned to each meeting session (except at Hicksville when there were approximately 25). The Union representatives would approach people on the street as they walked to the meeting the meeting venues (many employees were identifiable because they may have been carrying items with the Employer's logo, or had company identification cards displayed on them, or were simply solicited cold as they walked toward the meeting areas. The Union also rented space, at its own expense, in the venues where the meetings were to take place, from which other representative could also approach people entering the building(s); ask whether they were there for the training class and take the time to talk about and solicit a union card. All of the cards, save for very few exceptions, were collected before the employees entered the meeting room and met any employer representative. In accordance with the Neutrality Agreement, Employer representatives were not permitted to be with the Union representatives or in the area(s) rented by the Union when the Union representatives were soliciting cards. Pursuant to paragraph 4(f) of the neutrality Agreement, Employer representatives were forbidden from giving or attempting to give employees Union authorization cards, soliciting employees to sign a card, or to dissuade employees from signing a card. The Union representatives encountered anywhere between approximately 40 to 250 employees at any given session. While the number of people actually approached at each location and at each session it is not known, the Union recorded collecting over seven hundred cards on the first day, over 800 on the second day, over 500 on the third day and nearly 200 on the last day of the campaign.

² This Neutrality Agreement in this case is notably different from others of its kind in that it specifically references the parties' familiarity with an acknowledgement of the Employer's Formal Settlement Stipulation it entered into with Region 29 in Case Nos. 29-CA-208111, et al. The Union was familiar with this case and its settlement at the time it sought to organize the Employer's workers. The Union subscribes to a service and regularly reviews the listings of all CA charges and petitions filed with the NLRB. It was also familiar with the Union respondent in Case No. 29-CB-210277, that was also a party to the Formal Settlement Stipulation referenced in the Neutrality Agreement. Incorporating the proscriptions of the Formal Settlement Stipulation into the Neutrality Agreement makes it clear, the Union and the Employer were determined and transparent in their commitment that the alleged mistakes of the Employer and that other union would not be repeated in this organizing drive.

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The Certification of Card Check: All of the cards collected and the employee list were delivered to J.J. Pierson, Esq. for evaluation. The Employer provided handwriting exemplars to the Arbitrator. As evidenced in Mr. Pierson's Certification of Card Check the Union delivered 2,293 cards to him for consideration, of which he certified that 2,252 matched the names of workers on the Employer's Employee list and the individual signatures matched the signature exemplars also provided by the Employer that were secured from employee provided employment forms. Thus, the Arbitrator concluded that the Union produced 2,252 Membership Applications designating the Union as their collective bargaining representative, which was 62% of the 3,607 Eligible Employees. Arbitrator Pierson's contact information is 51 JFK Parkway, 1st Floor West, Short Hills, New Jersey 07078, (T) 833-359-8100. Mr. Pierson is a preeminent labor arbitrator in the New York metropolitan area and a Fellow of the College of Labor and Employment Lawyers.

Recognition and Bargaining: Following the issuance of the Certification of Card Check, on July 25, 2019 the Employer's counsel, Ira Wincott, Esq, proffered to the Union the Recognition Agreement provided herewith. (b) (6), (b) (7)(C) executed the Recognition Agreement and on July 26, 2019, also asked the Employer for dates to begin collective bargaining. Copies of the e-mail correspondence on these matters between Messrs. Wincott and (b) (6), (b) (7)(C) are submitted as Exhibit 6. Since then the parties have met on several occasions to exchange contract proposals and engage in collective bargaining. No contract has been settled at this writing.

Given the extraordinary measures taken to assure strict compliance with the Neutrality Agreement's lawful organizing provisions, the carefully conducted lawful card count and certification by Arbitrator Pierson, and the complete absence of any disclosed allegation(s) of improper conduct by either the Employer or the Union during this process, the Union is perplexed at the lengths to which it is being asked to verify and document this process. It is confident that no verifiable, reliable or meritorious allegation of unlawful conduct will or can be established by the charging party in this case.

For all of these reasons, it is respectfully submitted the charge herein is without merit and should be dismissed as it would not advance the purposes of the Act to issue a complaint herein. Please feel free to contact me should you have any further questions or inquiries about this matter.

Very truly yours,



Gary P. Rothman

Encl.

cc: Local 2020, HHWA, IUJAT

EXHIBIT

“1”

**Agreement
Between
Assistcare Home Health Services, LLC, d/b/a Preferred Home Care of New York
Employer
and
Local 2020 Home Health Care Workers of America
on organizing and trade union recognition procedures**

1. Introduction.

(a) Assistcare Home Health Services, LLC d/b/a Preferred Home Care of New York ("Employer") and Local 2020 Home Health Care Workers of America (Local 2020) approach labor relations in a spirit of mutual respect and constructive dialogue, acknowledging that this is beneficial for both the Company and its workers.

(b) Local 2020 recognizes the Employer's commitment to incorporate responsibility in all parts of its business operations, and its full respect for the fundamental rights of its workers, including their right to freely join a union, and its preparedness to negotiate collective agreements in good faith with the union representing its employees.

(c) Local 2020 and the Employer acknowledge and recognize the Employer's Formal Settlement Stipulation with the National Labor Relations Board in Case No. 29-CA-208111 and others approved by the Regional Director April 23, 2018 ("NLRB Formal Settlement Stipulation"). A copy of that NLRB Formal Settlement Stipulation is annexed to this Agreement for reference. With the terms of that NLRB Formal Settlement Stipulation in mind and intending to honor the Employer's obligations thereunder, Local 2020 and the Employer are committed to promoting a social dialogue-oriented culture in their labor relations and will approach their relations in an atmosphere of mutual respect.

(d) Sharing these objectives, Local 2020 and the Employer have agreed on the principles for organizing employees, and for establishing the Union as the employees' exclusive bargaining representative where a majority of the eligible employees have given the Union their authorization for this. The purpose of the campaign is to give the employees the opportunity to consider the benefits of membership and to freely decide whether or not to join the Union.

(e) Local 2020 and the Employer agree that within the framework of this Agreement, they will establish the detailed rules and codes of conduct for organizing and recognition procedures, defining the rights and the obligations of both parties and their representatives, as well as recognize, respect and comply with the NLRB Formal Settlement Stipulation.

2. Scope of Agreement.

(a) This Agreement establishes the organizing procedures that will apply to specific employees of the Employer.

(b) The bargaining unit shall be a single multi-location unit. The employees to be included in the bargaining unit are all full-time and regular part-time home health aides and personal care aides that service patients. Excluded from the bargaining unit are all managers, confidential employees, office clericals, casual employees, professional and technical employees, guards and supervisors as defined by the National Labor Relations Act, and any other employees excluded by the Employer.

(c) This Agreement shall commence on the date the second party signs it, and shall continue for one (1) year thereafter. Unless supplanted by a collective bargaining agreement, this Agreement shall automatically renew on an annual basis thereafter, absent the written objection of either party delivered by verifiable delivery method at least thirty (30) days prior to expiration.

(d) Each party will designate up to two principal representatives for dealing with the other party as to all issues arising in connection with this Agreement. Any notices or other communications sent pursuant to this Agreement shall be directed to the other party's principal representative, in addition to any other recipient the sending party deems appropriate or the receiving party has requested in writing to be copied on notices or other communications, by a mailing method with proof of mailing be it fax, email confirmation, messenger, overnight mail and/or certified mail return receipt requested.

(i) The Employer's principal representatives shall be: (b) (6), (b) (7)(C)

(ii) Local 2020's principal representatives shall be: (b) (6), (b) (7)(C)

Either party can change its principal representative upon written notice delivered to the other party.

3. Non-Interference.

(a) Reflecting its compliance with the NLRB Formal Settlement Stipulation, and its corporate culture, the Employer will respect its employees' decision with regard to union membership under the conditions of this Agreement, and will positively enter into a constructive dialogue and initiate discussions with Local 2020 about a collective agreement where the employees within the bargaining unit specified in (2.b) herein-above have selected the Union as their exclusive representative.

(b) The parties agree that the decision to join Local 2020 and to designate the Union as their exclusive representative must be made freely by the employees within the bargaining unit specified in (2.b) herein-above, free from Employer solicitation or unlawful support for Local 2020. Local 2020 will have the right to inform the employees in the unit of the benefits of joining the Union and designating the Union as their exclusive representative, and will refrain from exerting any pressure on them. Likewise, the Employer undertakes to ensure that no member of management will pressure or otherwise attempt to influence employees concerning their decision to join the Union or designating the Union as their exclusive representative or engage in any activity in violation of the NLRB Formal Settlement Stipulation.

(c) The parties undertake to inform all their representatives about the need and their obligation to fully respect the terms of this Agreement and that of the NLRB Formal Settlement Stipulation. If either party considers that these principles have not been respected by one or both parties they will immediately raise this with each other, with a view of initiating rapid corrective action. In case the parties are unable to agree, the dispute resolution process contained in this Agreement shall be used to resolve the situation.

4. Recruitment Process.

(a) The Employer agrees not to prevent or prohibit the Union's attempt to contact employees within the bargaining unit specified in (2.b) herein-above before or after company meetings with said employees so long as the Union does not participate in or disrupt the company meeting.

(b) The recruitment process is based on those employees within the bargaining unit specified in (2.b) herein-above who wish to sign cards authorizing the Union to act as their exclusive bargaining representative in the appropriate bargaining unit.

(c) The Union, in writing, will inform the Employer about its intention to initiate a recruitment drive. This will activate the contents of this Agreement as the framework for conducting the organizing drive. The organizing drive will last forty-five (45) days after the Union gives this notice. The Union can initiate the recruitment drive at any time during the term of this Agreement.

(d) Within five (5) working days after the Union gives the Employer the notice described in Section 4(e) above, the Employer shall give the Union a complete list of bargaining unit employees, including full name and job title.

(e) The Union may speak with the employees before or after any Employer meeting or meetings, but not in the meeting room and outside the presence of the employer. The Union may distribute union information material in any place outside of the meeting room, and seek home or other personal contact information from employees who choose to provide. A neutral observer jointly selected by the parties, and who will if possible have labor law experience and expertise, will attend the meeting(s), but will not be permitted to make a presentation to employees or otherwise participate in the meeting.

(f) Neither the Employer nor its representatives will in any way attempt to give employees Local 2020 membership applications, solicit employees to sign Local 2020 authorization cards, nor dissuade employees within the bargaining unit specified in (2.b) herein-above from signing cards authorizing the Union to act as their exclusive representative. Neither the Union nor its representatives will exert pressure on any individual employee to sign an authorization card. These commitments shall not prevent the Union from providing factual information about the Employer, including truthfully explaining to employees how their wages, benefits and working conditions compare to those of workers at other companies, nor shall it prevent the Employer from continuing to provide factual information to its employees, including truthfully describing its wages, benefits and working conditions. Any incidents where either party believes that these principles have not been respected will be addressed by the Employer and the Union, with a view of initiating rapid corrective action such as a joint communication to employees. Absent agreement to the contrary, a neutral third party arbitrator shall be designated as set forth in paragraph 6 of this Agreement, will be empowered to determine a remedy.

(g) After the meetings described in Section 4(e) above have been conducted, the Union may inform the Employer of its intention to engage in home-calling on those employees.

In the event the Union initiates home calling, the recruitment period may, at the request of the Union, be extended by ten (10) days to a total of fifty-five (55) days.

5. Establishing a Majority.

(a) Within the 45-day recruitment period, the Union may request in writing from the Employer the recognition of the Union as the exclusive representative for employees in the bargaining unit set forth in paragraph 2(b).

(b) The Employer and the Union agree that the process whereby it is established whether a majority of the employees in the bargaining unit have authorized the Union to be their exclusive representative has to reflect the free will and genuine decisions of all employees that are part of it.

(c) For the purposes of this Agreement, the Employer and the Union recognize the practice of establishing a majority based on the number of authorization cards signed by eligible employees in the bargaining unit during the recruitment period. The Employer and the Union expect to be able to establish this majority by having a neutral arbitrator, selected pursuant to Section 6 below, verify that the required number of employees have signed authorization cards.

(d) The Employer will recognize the Union in writing as the exclusive representative of the employees in the bargaining unit if the Union is authorized in accordance with the procedures of this Agreement by a majority (50%+1) of the bargaining unit described in paragraph 2(b), and the Employer and the Union will proceed with establishing a constructive dialogue and labor relations.

(e) If the Union has not obtained majority support pursuant to this Agreement at the conclusion of the recruitment process, it shall not engage in any organizing efforts in the bargaining unit described in paragraph 2(b) for a period of at least one year following the date on which its lack of majority status is determined, unless, another Union has commenced an organizing drive amongst the employees.

6. General Provisions.

(a) The Employer and the Union recognize the need to actively promote a mutual relation based on confidence and respect, and commit themselves to conducting all tasks and processes related to this Agreement in good faith. They will make all possible efforts to solve

any disagreements or conflicts that may arise on any level of their respective structures without delay, in discussions and consultations with each other. The parties also commit that in their communications with each other, with bargaining unit employees, with the neutral observer and with others in connection with this Agreement, they will refrain from untruthful, deceptive or misleading statements or behavior. The Employer and the Union severally commit to maintaining a non-confrontational environment while striving to avoid misunderstanding and minimize conflict. This includes the commitment of the Employer and the Union to honor and comply with the terms and conditions of the NLRB Formal Settlement Stipulation and to respect employees' Section 7 rights at all times. To these ends, the parties agree on the importance of accurately describing to employees the meaning and significance of signing an authorization card as set forth in this Agreement and that the employees make the decision as to whether to sign an authorization card of their own free will.

(b) If an agreement or understanding cannot be reached as required in this Agreement, the Employer and the Union agree that a neutral labor arbitrator shall be appointed within a period of one (1) week, by a mutually agreed upon decision of the Employer and the President of the Union or his duly mandated representative.

(c) Should the Employer and the Union not agree on the person of a neutral arbitrator, the selection would be done from the AAA Labor Arbitration list in New York City. If an arbitration is necessary, it shall take place within twenty (20) days following the arbitrator's selection; and the arbitrator shall issue his/her written award within twenty (20) days following the arbitration. The arbitrator shall have the power to compel the parties to produce documents and witnesses at the arbitration. The arbitrator's fees and AAA costs shall be shared equally by the parties.

(d) The Union agrees not to engage in or encourage any picketing, hand billing, boycotts, strikes or other forms of pressure against the Employer.

(e) Because it is the parties' intention that this Agreement provide the exclusive means for the Union to become the bargaining representative of the Employer's employees within the bargaining unit specified in paragraph 2(b) herein-above, both the Union and the Employer waive any rights they may have to file an election petition with the NLRB, and further agree to refrain from directly or indirectly supporting any such petition, during the term of this Agreement or for a period of twelve (12) months following the last day of the recruitment process, whichever is later. Likewise, because it is the parties' intention that disputes arising out of this Agreement be resolved pursuant to the private dispute resolution procedures set forth herein, both the Union and the Employer waive any rights they may have to file unfair labor practice charges with the

NLRB concerning issues arising out of this Agreement, and further agree to refrain from directly or indirectly supporting any such charges.

Assistant Home Health Services LLC d/b/a
Preferred (b) (6), (b) (7)(C) Employer")

By: _____
Name: _____
Title: _____

Date: 7.8.2019

Local 2020, Home Health Care Workers of
America ("Union")

By: Steven R. Elliott SR
Name: STEVEN R. ELLIOTT SR
Title: I.P. HHWA

Date: 7/5/19

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PREFERRED HOME CARE OF NEW YORK

And

Case No. 29-CA-208111

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-208114

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

And

Case No. 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

And

Case No. 29-CB-210277

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

FORMAL SETTLEMENT STIPULATION

I. INTRODUCTION

Through this formal settlement Stipulation, the undersigned parties to this proceeding

agree that, upon approval of this Stipulation by the Board, a Board Order in conformity with the terms of the Stipulation will issue and a court judgment enforcing the Order will be entered. The Parties agree to the following:

II. JURISDICTION

1. (a) At all material times, Respondent Preferred Home Care of New York (Respondent Preferred), a domestic corporation with its principal office and place of business located at 1267 57th Street, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred derived gross revenues in excess of \$100,000.

(c) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred received funds in excess of \$5,000 directly from points outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times, Respondent Preferred has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

2. (a) At all material times, Respondent NAE Edison LLC d/b/a Edison Home Health Care (Respondent Edison), a domestic corporation with its principal office and place of business located at 946 McDonald Avenue, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Edison derived gross revenues in excess of \$100,000.

(c) In conducting its business operations during the past year, which period is representative of its annual operations generally, Respondent Edison received funds in excess of \$5,000 directly from entities located outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times, Respondent Edison has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

III. LABOR ORGANIZATION STATUS

1. At all material times, Local 713, International Brotherhood of Trade Unions (Respondent Local 713) has been a labor organization within the meaning of Section 2(5) of the Act.

2. At all material times, 1199SEIU United Healthcare Workers East (Charging Party or 1199SEIU) has been a labor organization within the meaning of Section 2(5) of the Act.

IV. PROCEDURAL MATTERS

1. **Filing and Receipt of Charges:** The following charges were filed by the Charging Party:

(a) The charge in Case No. 29-CA-208111 was filed by the Charging Party on October 17, 2017, and a copy was served on Respondent Preferred by U.S. mail on October 17, 2017.

(b) The charge in Case No. 29-CB-208114 was filed by the Charging Party on October 17, 2017, and a copy was served on Respondent Local 713 by U.S. mail on October 17, 2017.

(c) The charge in Case No. 29-CA-210276 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Edison by U.S. mail on November 21, 2017.

(d) The charge in Case No. 29-CB-210277 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Local 713 by U.S. mail on November 21, 2017.

2. Issuance of Complaints:

(a) On March 16, 2018, the Regional Director for Region 29 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (the Preferred/Local 713 Complaint) based on charges 29-CA-208111 and 29-CB-208114.

(b) On March 16, 2018, the Regional Director for Region 29 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (the Edison/Local 713 Complaint) based on charges 29-CA-210276 and 29-CB-210277.

(c) On March 20, 2018, the Regional Director for Region 29 of the Board issued an Order Further Consolidating Cases, consolidating the allegations in the Preferred/Local 713 Complaint and the Edison/Local 713 Complaint.

(d) True copies of the Preferred/Local 713 Complaint and the Edison/Local 713 Complaint were duly served by certified mail upon Respondents on March 16, 2018, receipt of which is hereby acknowledged by all parties.

3. **Filing of Answers:**

(a) On March 27, 2018, Respondent Preferred filed an Answer responding to the allegations in the Preferred/Local 713 Complaint.

(b) On March 27, 2018, Respondent Edison filed an Answer responding to the allegations in the Edison/Local 713 Complaint.

(c) On April 2, 2018, Respondent Local 713 filed an Answer responding to the allegations in the Preferred/Local 713 Complaint.

(d) On April 2, 2018, Respondent Local 713 filed an Answer responding to the allegations in the Edison/Local 713 Complaint.

4. **Waiver:** By entering into this Stipulation, Respondent Preferred, Respondent Edison, and Respondent Local 713 waive the following with regard to the allegations in the Preferred/Local 713 Complaint and the Edison/Local 713 Complaint: (a) an administrative hearing; (b) an administrative law judge's decision; (c) the filing of exceptions and briefs; (d) oral arguments before the Board; (e) the making of findings of fact or conclusions of law by the Board; and (f) all further and other proceedings to which the parties might be entitled under the Act or the Board's Rules and Regulations.

5. **The Record:** For the purposes of this Stipulation, the record consists of the following documents: this Stipulation; the charges in Case Nos. 29-CA-208111, 29-CB-208114, 29-CA-210276, and 29-CB-210277; the Preferred/Local 713 Complaint; the Edison/Local 713 Complaint; the Order Further Consolidating Cases; Respondent Preferred's Answer; Respondent Edison's Answer; and Respondent Local 713's Answers. The charges, the Complaints, the Order, and the Answers are attached hereto as Exhibits 1 through 5.

6. **Entire Agreement:** The obligations that each Respondent has agreed

to undertake to remedy the unfair labor practices are set forth in their entirety in pages 1 through 17 of this Stipulation. The Notice postings appended to this Stipulation serve the sole purposes of notifying Respondents' employees about their rights under the Act and notifying the employees of Respondents' obligations to remedy the unfair labor practices alleged in the Complaints. In the event that the Notices do not describe all obligations in this Stipulation, the Respondents agree that they are bound by their obligations set forth in pages 1 through 17 of this Stipulation.

7. Scope of this Stipulation and Reservation of Evidence: This stipulation settles only the allegations in the charges filed and in the Complaints issued in above-captioned cases and does not constitute a settlement of any other cases or matters. This Stipulation does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters occurring subsequent to the date of this Stipulation, regardless of whether those matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

8. Effective Date: This Stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this Stipulation and the documents constituting the record as described above. Once the Board has approved this Stipulation, Respondents will immediately comply with the provisions of the Order as set forth below.

9. **Non-Admissions Clause:** By entering into this Formal Settlement Stipulation, Respondent Preferred and Respondent Edison do not admit that they have violated the National Labor Relations Act.

V. ORDER

Based on this Stipulation and the record as described above, and without any further notice of proceedings, the Board may enter an Order providing as follows:

Respondent Local 713, its officers, successors, agents, and assigns shall:

1. **Cease and desist from restraining and coercing employees in the exercise of their Section 7 rights, including:**

(a) Representing employees of Respondent Edison and Respondent Preferred for the purpose of collective bargaining unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive collective-bargaining representative of those employees.

(b) Accepting recognition from any employer, including Respondent Preferred and Respondent Edison, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(c) Executing or giving effect to a collective bargaining agreement with any employer, including Respondent Preferred and Respondent Edison, including agreements containing a union security clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(d) Causing or attempting to cause any employer, including Respondent Edison or Respondent Preferred to discriminate against any employees in regard to their

hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by conditioning employment on signing a Local 713 membership application.

(e) Any and all activity in furtherance of being or becoming the exclusive collective bargaining representative of Respondent Edison's employees or of Respondent Preferred's employees, including enforcing collective-bargaining agreements, soliciting union authorization cards from Respondent Edison or Respondent Preferred employees, and discussing the benefits of membership in Local 713 with any of Respondents' employees, for the six-month period following the Regional Director of Region 29's approval of this Stipulation.

(f) Using any Local 713 International Brotherhood of Trade Unions membership cards, which were signed on or before the date that the Board approves this Stipulation, in an effort to seek certification by the National Labor Relations Board as the exclusive collective bargaining representative of any Respondent Edison or Preferred employees for the purpose of collective bargaining.

(g) Using any Local 713 International Brotherhood of Trade Unions membership cards, which were signed on or before the date that the Board approves this Stipulation, in an effort to seek Respondent Preferred or Respondent Edison's voluntary recognition as exclusive representative of any Respondent Preferred or Respondent Edison employees for the purpose of collective bargaining, through a card count performed by an independent arbitrator or any other means.

(h) Seeking certification by the National Labor Relations Board as the exclusive representative of any Respondent Preferred or Respondent Edison employees for the purpose of collective bargaining for the six-month period following the Regional

Director of Region 29's approval of this Stipulation.

(i) In any other manner restraining or coercing employees of Respondent Preferred, Respondent Edison, or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. **Take the following affirmative action necessary to effectuate the policies of the Act:**

(a) After the Board approves this Stipulation, Region 29 will notify Respondent Local 713 of the amounts due. Within 14 days of notification from Region 29 of the amounts due, Respondent Local 713 shall print and deliver checks to Region 29 which reimburse all present and former employees for all dues, initiation fees, and other money paid by employees or withheld from employees pursuant to the April 2017 collective-bargaining agreements between Respondent Local 713 and Respondent Edison and Respondent Preferred. Respondent Local 713 shall also pay the interest on those reimbursements, pursuant to the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010) enf'd denied sub nom *Jackson Hospital Corp. v. NLRB*, 647 F.3d 1137 (D.C. Cir. 2011). Region 29 will distribute the checks to the employees.

(b) Accept Respondent Preferred's withdrawal of recognition of Respondent Local 713 as the exclusive collective bargaining representative of Respondent Preferred's regular full-time and part-time home healthcare aides.

(c) Accept Respondent Edison's withdrawal of recognition of

Respondent Local 713 as the exclusive collective bargaining representative of Respondent Edison's regular full-time and part-time home healthcare aides.

(d) Within 14 days of service by the Region, post at its facility, located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530, copies of the attached notices marked "Appendix A and C," in the languages that the Regional Director deems appropriate. Copies of the notices, on forms provided by Region 29, after being signed by Respondent Local 713's authorized representative, shall be posted by Respondent Local 713 and maintained for 60 consecutive days in conspicuous places, including all places where notices to members and employees are customarily posted. If Respondent Local 713 communicated with the employees of Respondent Preferred or Respondent Edison in any other manner, Respondent Local 713 will also send the notices to the employees in that manner.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

Respondent Preferred, its officers, successors, agents, and assigns shall:

- 1. Cease and desist from rendering assistance and support to Respondent Local 713, including:**

(a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Preferred concerning grievances, labor disputes, wages, rates of pay, hours of employment or other terms and conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive representative of those employees.

(b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Preferred's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

(c) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Preferred shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiations fees and any other money Respondent Preferred deducted from its employees since July 1, 2017 pursuant to Respondent Preferred's collective-bargaining agreement with Respondent Local 713.

(b) Within 14 days of the Regional Director's approval of this Stipulation,

Respondent Preferred shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Preferred's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.

(c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Preferred's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Preferred assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14 day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Preferred will assume joint and several liability, only if Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

(d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with the Respondent Preferred with respect to grievances, labor disputes, wages, rates of pay, hours of employment and other conditions of employment.

(e) Within 7 days of the Regional Director's approval of this agreement, Respondent Preferred shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax

system communicates to Respondent Preferred's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

(f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix A" and "Appendix B." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Preferred's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Preferred and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Preferred conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Preferred shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix A" and "Appendix B" to all current employees and former employees employed by Respondent Preferred at any time since July 1, 2017. Respondent Preferred will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. Respondent Preferred agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Preferred has taken to comply.

Respondent Edison, its officers, successors, agents, and assigns shall:

1. Cease and desist from rendering assistance and support to Respondent

Local 713, including:

(a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Edison concerning grievances, labor disputes, wages, rates of pay, hours of employment or other terms and conditions of employment.

(b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Edison's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

(c) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Edison shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiations fees and any

other money Respondent Edison deducted from its employees since July 1, 2017 pursuant to Respondent Edison's collective-bargaining agreement with Respondent Local 713.

(b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Edison shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Edison's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.

(c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Edison's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Edison assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14 day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Edison will assume joint and several liability, only if Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

(d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Edison with respect to grievances, labor disputes, wages, rates of pay, hours of employment and

other conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as such representative.

(e) Within 7 days of the Regional Director's approval of this agreement, Respondent Edison shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent Edison's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

(f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix C" and "Appendix D." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Edison's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Edison and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Edison conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Edison shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix C" and "Appendix D" to all current employees and former employees employed by Respondent Edison at any time since July 1, 2017. Respondent Edison will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. Respondent Edison agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region

attesting to the steps that Respondent Edison has taken to comply.

Respondent Local 713

By: /s/ Date: April 20, 2018
Print name: Bryan McCarthy Title: Attorney

Respondent Preferred

By: Clifford P. Charet Date: April 20, 2018
Print name: Clifford P. Charet Title: Attorney

Respondent Edison

By: Clifford P. Charet Date: April 20, 2018
Print name: Clifford P. Charet Title: Attorney

Charging Party 1199SEIU

By: /s/ Date: April 20, 2018
Print name: (b) (6), (b) (7)(C) Title: (b) (6), (b) (7)(C)

Recommended by:

John Mickley Date: April 20, 2018

John Mickley
Field Attorney
National Labor Relations Board, Region 29

Approved by:

Kathy Drew King Date: April 23, 2018

Kathy Drew King
Regional Director
National Labor Relations Board, Region 29

**(APPENDIX A – Local 713 Notice for Preferred Employees)
(To be printed and posted on official Board notice form)**

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713 International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

Federal Law Gives You The Right To:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective bargaining agreement with Preferred.

WE WILL NOT charge you union dues or other fees under our collective bargaining agreement with Preferred.

WE WILL NOT accept recognition as your union from Preferred or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Preferred or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Preferred.

WE WILL accept Preferred's withdrawal of recognition of Local 713 as the union representing Preferred's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713; INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

, (Respondent Union)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

TWO METRO TECH CENTER STE
5100
FL 5
BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(APPENDIX B – Preferred Notice)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713 International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Preferred states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Preferred's home health aides for the purpose of collective bargaining.

PREFERRED HOME CARE OF NEW YORK

(Respondent Employer)

Dated: _____ By: _____

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

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5100
FL 5
BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

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(APPENDIX C – Local 713 Notice for Edison Employees)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Care and Local 713 International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

Federal Law Gives You The Right To:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective bargaining agreement with Edison.

WE WILL NOT charge you union dues or other fees under our collective bargaining agreement with Edison.

WE WILL NOT accept recognition as your union from Edison or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Edison or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Edison.

WE WILL accept Edison's withdrawal of recognition of Local 713 as the union representing Edison's home health aides, unless and until the National Labor Relations Board certified Local 713 to be your union.

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

(Respondent Union)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

TWO METRO TECH CENTER STE
5100
FL 5
BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(APPENDIX D- Edison Notice)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Care and Local 713 International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Edison states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Edison's home health aides for the purpose of collective bargaining.

NAE Edison LLC d/b/a Edison Home Health Care

(Respondent Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

TWO METRO TECH CENTER STE
5100
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BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
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THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

EXHIBIT

“2”

1. A List of 3,607 (Three Thousand Six Hundred Seven) Employees, per employment records, considered “eligible” for inclusion in the bargaining unit as of July 23, 2019 and
2. Written Exemplars of 3,256 (Three Thousand Two Hundred Fifty Six) Employees included of the List of “Eligible” Employees, secured from employee provided forms.

The Union, addressed at 93 Lake Avenue, Danbury, Connecticut 06896, provided:

1. 2,293 (Two Thousand Two Hundred Ninety Three) Application for Membership Cards signed by individuals employed, showing interest in the representation of the Union as their lawful collective bargaining representative; and

2. The Application for Membership Card, which states:

I apply for membership in HOME HEALTHCARE WORKERS OF AMERICA, IUJAT and designate this Union to represent me for collective bargaining with my employer.

Name: _____ Phone: _____

Address: _____ Email: _____

Employer: Assistcare Home Health Services LLC, d/b/a Preferred Home Care of NY

Date: _____ Signature: x _____

CHECKOFF AUTHORIZATION

I direct my employer to deduct from my wages and to pay to HOME HEALTHCARE WORKERS OF AMERICA, IUJAT dues and initiation fees in said Union as may be established by the Union and become due to it from me during the effective period of this authorization. This authorization may be revoked by me by written notice signed by me as of any anniversary date hereof or termination date of any collective bargaining agreement covering my employment, which occurs sooner. This authorization shall automatically renew unless written revocation is submitted.

Date: _____ Signature: _____

SEE IMPORTANT NOTICE ON REVERSE REGARDING LEGAL RIGHTS

You have a right to be a nonmember of HOME HEALTHCARE WORKERS OF AMERICA, IUJAT (HHWA), and non-members have the right to: 1) object to paying the fraction of Union dues and fees that are not germane to HHWA's duties as bargaining agent and to obtain a reduction of fees for such non-germane activities; and 2) to obtain from HHWA sufficient information to enable you to decide whether to object to HHWA's fair share of dues and fees equivalency calculation; and 3) to be told HHWA's internal procedures for objecting. Items 2 and 3 may be obtained by written request addressed to HHWA at 93 Lake Avenue, Suite 103, Danbury, CT 06810.

You should be aware, however, that exercising this option of choosing to be a nonmember means you would not have the right to vote on your contract or to participate in the development of contract proposals or local elections. You will also lose the other benefits of membership. HHWA hopes you will choose to become an active member and strengthen the Union's ability to represent you and your co-workers, rather than weakening the Union and making it more difficult to represent you. In our democratic Union, the decision remains yours.

Having received, reviewed and compared the exemplars (signatures of employees) on the Employee List (as provided by the Employer through individual forms) and Applications for Membership (as provided by the Union in alphabetical order, numbered to match the alphabetical order of the Employer provided Employee List), this Neutral made the following:

FINDINGS:

1. Of the **2,293 (Two Thousand Two Hundred Ninety Three)** signed Application for Membership submitted by the Union:

- Of the **2,293 (Two Thousand Two Hundred Ninety Three)** signed Applications for Membership, **2,252 (Two Thousand Two Hundred Fifty Two)** matched the names of individuals employed by Preferred Home Care of New York who were included on the Employer provided Employer List, deemed eligible by the Employer to be included in the bargaining unit and considered in determining interest herein.

2. In reviewing and comparing signatures of the **2,252 (Two Thousand Two Hundred Fifty Two)** Applications for Membership submitted by eligible employees designating the Union as their collective bargaining representative, **2,252 (Two Thousand Two Hundred Fifty Two)** matched individual signature exemplars of employee signatures on the list of **3,256 (Three Thousand Two Hundred Fifty Six)** employee exemplars provided by the Employer.

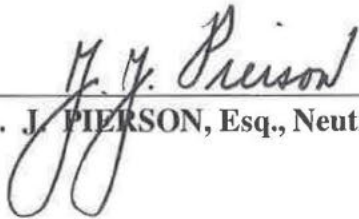
3. Moreover, it is determined that **2,252 (Two Thousand Two Hundred Fifty Two)** employee Membership Applications designating the Union as the collective bargaining representative **matched** the employee signature of **2,252 (Two Thousand Two Hundred Fifty Two)** exemplars.

4. For purposes of determining whether the Union shall represent a majority of full time and regular part time in the classification of **"All full-time and regular part-time home health aides and personal care aides that service patients, excluding all managers, confidential employees, office clericals, casual employees, professional employees, technical employees, guards and supervisors as defined by the National Labor Relations Act, and any other employees excluded by the Employer ("Unit")"**, **2,252 (Two Thousand Two Hundred Fifty Two) Applications for Membership represented 69% (Sixty-Nine Percent) of the 3,256 (Three Thousand Two Hundred Fifty Six) names and signature exemplars provided by the Employer as employees eligible for inclusion in the bargaining unit and 62% (Sixty-Two Percent) of the total of 3,607 Employees listed by the Employer as employees eligible to be members of the Unit.**

CONCLUSION

Based on a determination that the Union secured **69% (Sixty-Nine Percent)** of the 3,256 (Three Thousand Two Hundred Fifty Six) names and signature exemplars provided by the Employer as employees eligible for inclusion in the bargaining unit and **62% (Sixty-Two Percent)** of the total of 3,607 Employees listed by the Employer as employees eligible to be members of the Unit, I hereby certify that a majority of eligible Employees signed Application for Membership Cards designating **LOCAL NO. 2020, HOME HEALTH CARE WORKERS OF AMERICA** as their representative for collective bargaining for all lawful representation purposes, consistent with its obligations under the National Labor Relations Act, for "**All full-time and regular part-time home health aides and personal care aides that service patients, excluding all managers, confidential employees, office clericals, casual employees, professional employees, technical employees, guards and supervisors as defined by the National Labor Relations Act, and any other employees excluded by the Employer ("Unit")**".

Dated: July 24, 2019


J. J. PIERSON, Esq., Neutral

STATE OF NEW JERSEY)
:SS
COUNTY OF ESSEX)

I, J. J. PIERSON, Esq., on my oath, do attest to being the person who has executed the foregoing instrument and certify that I have issued the above Card Check Findings and Conclusion on July 24, 2019 to:

For: ASSISTCARE HOME HEALTH SERVICES
LLC d/b/a
PREFERRED HOME CARE OF NY

Ira Wincott, Esq.
Littler Mendelson, PC
290 Broadhollow Road, Suite 305
Melville, NY 11747
IWINCOTT@littler.com

For: HOME HEALTHCARE WORKERS
OF AMERICA, IUJAT

Steven Elliott, International President
IUJAT
93 Lake Avenue, Suite 103
Danbury, CT 06810
BarryK@uswa.net

Gary Rothman, Esq.
Rothman Rocco LaRuffa
3 West Main Street - Suite 200
Elmsford, NY 10523
Grothman@rothmanrocco.com


J. J. Pierson, Attorney at Law - State of New Jersey
51 JFK Parkway - First Floor West - Short Hills, NJ 07078

EXHIBIT

“3”

RECOGNITION AGREEMENT

This Agreement made as of this 25th day of July, 2019 by and between LOCAL 2020 HOME HEALTHCARE WORKERS OF AMERICA, located at 93 Lake Avenue, Danbury, Connecticut 06810 (hereinafter referred to as the "Union") and Assistcare Home Health Services, LLC d/b/a Preferred Home Care of New York, located at 2357 60th Street, Brooklyn, New York 11204 (hereinafter referred to as the "Employer").

WITNESSETH:

WHEREAS, the Union has engaged in an organizing campaign among the employees of the Employer;

WHEREAS; the Union has demanded that the Employer recognize it as the collective bargaining representative of the employees in the unit described below;

WHEREAS, the parties agreed upon the appointment of Independent Arbitrator, J.J. Pierson, to verify that the Union has authorization from a majority of the employees employed in the bargaining unit described herein to be the exclusive bargaining unit representative.

WHEREAS, at the request of the Employer, the Union has produced authorization cards upon which the demand for recognition was based to an agreed upon Independent Arbitrator;

WHEREAS, the Independent Arbitrator has compared the signatures on the authorization cards against known samples of the employees signatures and determined that the signatures on the authorization cards are genuine;

WHEREAS, the Independent Arbitrator has verified that the authorization cards with genuine signatures represent valid authorizations from a majority of the employees employed in the unit described below; and

WHEREAS, the parties hereto want to preserve industrial harmony and provide for the peaceful adjustment of any disputes and, toward this end, want to negotiate a collective bargaining agreement covering the terms and conditions of employment of the employees in the unit described below;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Employer recognizes and acknowledges the Union as the sole and exclusive collective bargaining representative for all its full time and regular part time home health aides and personal care aides that service patients, excluding all other employees, including, but not limited to, office and clerical employees, managerial, casual, technical and professional employees and supervisors, and security guards as defined in the National Labor Relations Act.

2. The parties hereto agree to meet and negotiate all of the provisions of a collective bargaining agreement covering the terms and conditions of employment of unit employees within thirty (30) days of the date of this Agreement and to execute a collective bargaining agreement as soon thereafter as practicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

Union:

**LOCAL 2020 HOME HEALTHCARE
WORKERS OF AMERICA**

By: _____

(b) (6), (b) (7)(C)

Employer:

**ASSISTCARE HOME HEALTH
SER (b) (6), (b) (7)(C)
PRE
NEV**

By: _____

EXHIBIT

“4”*

*TO BE PROVIDED UNDER SEPARATE COVER

EXHIBIT

“6”

From: Wincott, Ira D. <IWincott@littler.com>
Sent: Thursday, July 25, 2019 3:14 PM
To: (b) (6), (b) (7)(C) @uswa.net>
Cc: Gary Rothman <grothman@rothmanrocco.com>
Subject: Recognition Agreement - Preferred and Local 2020 HHWA

Dear (b) (6), (b) (7)(C)

In furtherance of the Neutrality Agreement and Certification of Card Check between the parties, attached please find a the Recognition Agreement between the parties, executed by Preferred. Would you kindly review the document and sign where indicated and return to me via email.

Should you have any questions please do not hesitate to contact me.

Ira Wincott

Shareholder

631.247.4718 direct, 516.606.4895 mobile, 631.794.2522 fax
IWincott@littler.com

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Fwd: Contract Negotiations

1 message

Gary Rothman <grothman@rothmanrocco.com>
To: (b) (6), (b) (7)(C)@rothmanrocco.com

Wed, Jul 31, 2019 at 5:57 PM

Please print this email for the Preferred folder. Thx

Gary Rothman, Esq.
Rothman Rocco LaRuffa, LLP
3 W. Main St. - Ste. 200
Elms ford, NY 10523
(O) 914-478-2801
(C) 917-376-4466
Grothman@rothmanrocco.com
Sent from my iPad

Begin forwarded message:

From: (b) (6), (b) (7)(C)@uswa.net>
Date: July 26, 2019 at 10:56:29 AM EDT
To: "Wincott, Ira D." <IWincott@littler.com>
Cc: Gary Rothman <grothman@rothmanrocco.com>
Subject: **Contract Negotiations**

Dear Mr. Wincott:

As per the recognition agreement, please provide dates for bargaining.

Thank you.

(b) (6), (b) (7)(C)

Local 2020

Home Healthcare Workers of America

From: [Kimberly Lehmann](#)
To: [Chen, Shao F.](#)
Subject: Preferred Home Care 29-CA-245478; Local 2020 HHWA IUJAT, 29-CB-245479
Date: Saturday, September 14, 2019 12:05:35 AM
Attachments: [11061635.pdf](#)
[11061636.pdf](#)

Shao,

Please see attached for 1199's position statement, and related exhibits, in the above-referenced matters.

Please contact me if you have any questions or require any additional information.

Thank you,
Kim Lehmann

--

Kimberly Lehmann | [View Bio](#)
klehmann@levyratner.com

LEVY RATNER, P.C.

80 Eighth Avenue, 8th Floor
New York, NY 10011
(212) 627-8100 | (212) 627-8182 Fax
www.levyratner.com

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Daniel J. Ratner
Gwynne A. Wilcox^Δ
Pamela Jeffrey
Carl J. Levine^Δ
David Slutsky^Δ
Allyson L. Belovin
Suzanne Hepner^{*}
Robert H. Stroup
Dana E. Lossia^Δ
Micah Wissinger^{*}
Ryan J. Barbur
Alexander Rabb
Laureve D. Blackstone^Δ

LEVY RATNER, P.C.
Attorneys at Law
80 Eighth Avenue, 8th Floor
New York, New York 10011-7175

Telephone (212) 627-8100
Telecopier (212) 627-8182

www.levyratner.com

Kimberly A. Lehmann^Δ
Aleksandr L. Felstiner
Jessica I. Apter^Δ
Rebekah Cook-Mack
Courtney L. Allen

Of Counsel

Irwin Bluestein
Patricia McConnell
Linda E. Rodd

Special Counsel

Richard A. Levy
Daniel Engelstein[°]
Richard Dorn

September 13, 2019

BY ELECTRONIC MAIL

Shao Chen
Board Agent
National Labor Relations Board, Region 29
Two Metro Tech Center
100 Myrtle Avenue, 5th Floor
Brooklyn, NY 11201-4201

**Re: Preferred Home Care of New York
Local 2020, Home Healthcare Workers of America, IUJAT
NLRB Case Nos. 29-CA-245478 and 29-CB-245479**

Dear Mr. Chen:

This firm represents 1199SEIU United Healthcare Workers East ("1199" or "Union") in the above-referenced charges filed by 1199 against Preferred Home Care of New York ("Preferred" or "Employer") and Local 2020, Home Healthcare Workers of America, IUJAT ("Local 2020") on or around July 25, 2019.

Despite being the subject of National Labor Relations Board and Second Circuit Orders, Preferred once again engages in unlawful and coercive behavior in order to impermissibly restrict employees' choice of bargaining unit representative. As discussed more fully below, by discriminating against 1199 in providing access to employees and by coercing employees to select Local 2020 as its bargaining representative, the Employer clearly violated the Act. And, by accepting unlawful assistance from Preferred, Local 2020 violated the Act. For these reasons, the Board should issue a complaint against Preferred and Local 2020.

FACTS

I. 1199'S ORGANIZING OF PREFERRED WORKERS

1199's Initial Organizing Campaign and Its Request for Access

Preferred is a domestic corporation engaged in providing home health care services to patients living in New York City and surrounding areas. In or around April 2016, 1199 began organizing home health aides employed by Preferred. On or around May 18, 2016, 1199 sent a letter to Preferred 1) putting the Employer on notice that 1199 was conducting an organizing campaign of home care workers employed by Preferred and 2) demanding equivalent access to Preferred's employees as was provided to another labor organization including, but not limited to, a list of Preferred's home care workers with addresses and telephone numbers. See Letter from Daniel J. Ratner to (b) (6), (b) (7)(C), dated May 18, 2016, attached hereto as Exhibit "A." Preferred failed and refused to provide 1199 with a list of home care workers, information about upcoming meetings or in-services, or any access at all to Preferred's facility or its workers.

In 2016, despite the lack of any response from Preferred, 1199 representatives met with and organized workers. 1199 representatives were routinely present outside of the Employer's Bronx and Brooklyn offices as well as the Employer's school for training home health aides in Brooklyn, meeting with workers on their way to or from the Employer's facilities. See Confidential Witness Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) in Case 29 CA-208111, dated January 16, 2018, at ¶ 4, attached hereto as Exhibit "B." The Union would aim to go to the facility around the time that the employer held in-service trainings or other worker meetings. Generally, there would be one in-service scheduled per day at an employer's facility, attended by 15-20 workers.

The in-service trainings provide the only opportunity to organize workers because, in the home care context, workers generally work alone and in different geographic areas and generally do not know each other. As such, it is difficult, if not impossible, to organize workers other than times when workers are gathered at the Employer's facilities. Even when a union organized outside of the Employer's facilities before or after an in-service, there would only be 15-20 workers in attendance at the facility with whom they could engage.

Preferred's Unlawful Provision of Access to Local 713 and Recognition of Local 713 as the Collective Bargaining Agent of its Workers

In or around the summer of 2016, Preferred abruptly moved the in-service trainings from its own facilities to banquet or catering halls completely unrelated to the Employer. See Ex. B at ¶ 5. At these meetings, Preferred provided access to Local 713 I.B.O.T.U. ("Local 713") to present to and meet with workers. See Confidential Witness Affidavit of (b) (6), (b) (7)(C), (b) (7)(D), dated October 24, 2017, at ¶ 3, attached hereto as Exhibit "C."

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Despite the fact that 1199 had explicitly requested access to workers on the same terms as other unions, Preferred never provided similar access to workers at these meetings or even informed 1199 of the location or time of these meetings. Instead, the Employer held the meetings at an outside location in an unabashed attempt to prevent 1199 from having access to its employees. The Employer's efforts went so far as to only notify workers of the location of the meeting the day before, and eventually the actual day of, the meeting. See Ex. B at ¶ 5.

Thereafter, in or around September 2016, Preferred recognized Local 713. And, in or around April 2017, entered into a collective bargaining agreement with Local 713.

1199's Charges against Preferred, and its Related Entity Edison, for Unlawful Activities Relating to Local 713

In October 2017, 1199 filed unfair labor practice charges against Preferred and related entity, Edison Home Health Care ("Edison"), regarding their unlawful acts in relation to Local 713. In March 2018, after a lengthy investigation and finding sufficient evidence to support the unfair labor practice charges, the Board issued complaints against Preferred, Edison and Local 713, which ultimately were consolidated ("Complaint"). See "Order Consolidating Cases, Consolidated Complaint and Notice of Hearing" in Cases 29-CA-208111 and 29-CB-208144, dated March 16, 2018, attached hereto as Exhibit "D"; "Order Consolidating Cases, Consolidated Complaint and Notice of Hearing" in Cases 29-CA-210276 and 29-CB-210277, dated March 16, 2018, attached hereto as Exhibit "E"; and "Order Further Consolidating Cases" dated March 20, 2018, attached hereto as Exhibit "F." The Complaint alleged, *inter alia*, that Preferred "gave assistance and support to Respondent Local 713, including by permitting Respondent Local 713 to utilize Respondent Preferred's facilities to organize Respondent Preferred's employees during work time at a time when Respondent knew that [1199] was also organizing Respondent Preferred's employees." See Ex. "D" at ¶ 6.

1199 and the Board pursued the charges in the Complaint and, ultimately, Preferred, Edison, and Local 713 entered into a formal settlement agreement with 1199 and the Board ("Settlement Agreement"). See Formal Settlement Stipulation, dated April 23, 2018, attached hereto as Exhibit "G". The Settlement Agreement went into effect April 23, 2018 and required Preferred to cease and desist from recognizing Local 713 as the bargaining representative of its employees and from maintaining and giving effect to any collective bargaining agreement with Local 713. Id. at p. 10-11. The Settlement Agreement further required that Preferred shall "cease and desist from...interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities." Id. at p. 11. The Settlement Agreement was adopted by the Board and the Second Circuit by orders dated June 14, 2018 and August 9, 2018, respectively. See "Decision and Order," dated June 14, 2018, attached hereto as Exhibit "H" and "Judgment Enforcing an Order of the National Labor Relations Board," dated August 9, 2018, attached hereto as Exhibit "I."

1199's Continued Organizing of Preferred and Edison Workers

Following Preferred's agreement to discontinue recognition of Local 713 and to cease giving effect to the Local 713 collective bargaining agreement, 1199 sent a letter to all Preferred workers for whom it had contact information, inviting them to an organizing meeting in June 2018. Because the Union sent this letter to hundreds of employees, it is highly likely that Preferred was aware of, and received a copy of, the letter. Thereafter, 1199 continued its organizing efforts, including meeting with workers outside of the Employer's facilities. In or around mid-November 2018, 1199 began focusing more organizing resources on workers at Edison, but continued to collect cards from Preferred workers. Further, in November 2018, three 1199 supporters brought a lawsuit against Preferred and Edison for violations of the New York State Home Care Worker Wage Parity Law, Public Health Law §3614-c ("Wage Parity Law"), and the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001 et seq., litigation which continues today. The Employer knew that the 1199's lawyers were representing the workers. The Employer could draw no other conclusion other than the lawsuit was part of the Union's organizing effort.

Through the above efforts by 1199, Preferred was keenly aware the Union remained interested in representing the Preferred workers and has continued to take action in furtherance of that goal from 2016 to the present.

II. PREFERRED'S JULY 2019 MEETINGS WITH LOCAL 2020 REPRESENTATIVES

Preferred's Organization of Mandatory, Off-Site Meetings with Local 2020

In or around July 2019, just after 1199 had filed an RC petition involving workers at Edison, a time when the owners of Edison and Preferred would have been acutely concerned about 1199 organizing at Preferred, the Employer organized a series of mandatory, off-site meetings on paid time where Local 2020 obtained cards from workers. The actions of Preferred in orchestrating the July 2019 meetings can only be understood as the Employer, once again, maneuvering to manipulate employees' selection of a competing union while preventing 1199 from organizing workers.

In July 2019, the Employer followed the very same playbook it had in 2016 with Local 713, orchestrating mandatory meetings at off-site locations on worktime where Local 2020 could collect cards from workers. Though Preferred had returned to holding in-service meetings at its own facilities following the meetings with Local 713, in 2019 the Employer set up meetings for workers at the Sheraton La Guardia East Hotel in Queens, a community center located at 2595 Webster Avenue in the Bronx, and possibly other locations. The Employer incurred significant expenses to hold the meetings at outside facilities. The Employer's cost for the meeting rooms at Sheraton alone likely totaled thousands of dollars.¹ The Employer also provided food and bags

¹ The standard rental rate for a meeting room at the Sheraton which could accommodate 300 people was \$4,000.00

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to employees as they left the meetings, though the Employer did not normally provide such items at other in-services.² Additionally, workers were paid for four hours of time, despite the fact that the training took less than one hour.

By holding mandatory meetings at outside facilities, Preferred not only kept 1199 from accessing workers at the trainings, but it also brought together significant numbers of workers, more than were typically at its in-service meetings held on its own premises. One meeting alone at the Bronx community center accommodated 50-70 workers and, at the Queens Sheraton, 300 workers. In contrast to typical in-service trainings involving 15-20 workers, the July 2019 meetings brought together hundreds of workers – workers who were typically dispersed across NYC and the surrounding areas the Employer. Further, the Employer required employees to attend back-to-back meetings³ on consecutive dates,⁴ meaning that the assembly of hundreds of workers took place over an unusually condensed span of time.

Preferred provided no information to 1199 about these meetings. In fact, Preferred ensured that (b) (6), (b) (7)(C), (b) (7)(D) a named plaintiff in the ongoing litigation, attended the last day of the meetings at the Sheraton and gave (b) (6), (b) (7)(C), (b) (7)(D) less than 24 hours notice of the meeting.

Local 2020's Presence at the July 2019 Meetings

In stark contrast to 1199, Local 2020 had expansive access to workers at the July 2019 meetings. When workers arrived at the meeting locations, they were expecting to sign in for and attend an Employer sexual harassment training;⁵ however, workers were met with individuals wearing shirts with Local 2020 or IUJAT (“Local 2020 Representatives”) at the front entrance to the facilities and continued to encounter them at every turn.

(plus 21% service charges and applicable taxes) for just one day’s rental. See Email from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Sheraton dated August 30, 2019, attached hereto as Exhibit “J.”

² At the Sheraton, the Employer provided boxed lunch to the workers, the standard cost of which is \$24 per person. Id.

³ Not only did the Employer inform employees that the meetings were mandatory, the Employer instructed workers that they were required to attend a meeting on a specific date, contrary to the Employer’s past practice of allowing employees to select from multiple dates.

⁴ According to (b) (6), (b) (7)(C) the meetings at the Sheraton took place between Saturday, July 20, 2019 and Monday, July 22, 2019.

⁵ The Employer did conduct a presentation for workers about sexual harassment; however, the content of the presentation further demonstrates that the trainings were merely pretext for the meetings with Local 2020. The bulk of the Employer’s sexual harassment presentation, made to a largely Spanish-speaking workforce, was a video shown only in English. The New York City Commission on Human Rights makes clear that employers are obligated to provide trainings accessible to non-English-speaking employees. See Stop Sexual Harassment in NYC Act, Frequently Asked Questions, NEW YORK CITY COMMISSION ON HUMAN RIGHTS, <https://www1.nyc.gov/site/cchr/law/sexual-harassment-training-faqs.page> (last visited September 5, 2019) (“Employers must provide the training in a way that is accessible to its staff. This means that if you have employees... who speak a language other than English, they must be trained a way in a manner that is accessible to them.”).

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At the Queens Sheraton, Local 2020 Representatives were positioned throughout the halls, from the hotel entrance to the meeting room, directing employees where to go. When workers approached the meeting room, they were met with fifty Local 2020 Representatives, who approached employees about signing cards. Local 2020 also had a table positioned directly in the path to the meeting room (and near the hotel restrooms), which workers would have had to encounter on their way to the meeting. According to (b) (6), (b) (7)(C), (b) (7)(D), when (b) (6), (b) (7)(C) exited the meeting room at the conclusion of the Employer's presentation, (b) (6), (b) (7)(C) was again met with fifty Local 2020 Representatives, who asked (b) (6), (b) (7)(C) whether (b) (6), (b) (7)(C) had signed a card. On July 22, 2019, after learning of the presence of 1199 organizers at the hotel, Local 2020 Representatives went so far as to approach workers from the time they arrived at the subway and bus stations and escort them to the Sheraton.

At the Bronx Community Center, Local 2020 Representatives were also present at the door to the center. They directed people down the hall where workers were immediately met with Local 2020 Representatives at one or more tables. These Local 2020 Representatives, located just steps away from a table with Employer representatives, instructed employees to sign cards; in fact, a Local 2020 Representative told (b) (6), (b) (7)(C), (b) (7)(D) that (b) (6), (b) (7)(C) had to sign the card in order to sign in for the Employer meeting. At the conclusion of the purported sexual harassment training, an Employer representative informed workers that Local 2020 was downstairs and told employees that they could talk with them if they needed information about the union.

There can be no question that Preferred knew of and facilitated the interactions between Local 2020 and its workers. Local 2020 could have only learned of the various meeting times and locations from the Employer. Further, Local 2020 could have only been present in the private, rented facilities or had access to and use of hotel tables with the permission and backing of the Employer.⁶ Even more, the Employer ensured that Local 2020 would be able to speak to workers because the Employer paid workers for four hours of time, even though the training took less than one hour. Without the support of Preferred, Local 2020 would have been required to go door to door to find well over 1,000 workers who work by themselves in locations in and around New York City; to the extent the Employer had groups of meetings with workers, they would not have known the locations and times of the various meetings.

After learning about the meeting at the Sheraton on Monday, July 22, 2019 from a worker, three 1199 organizers, (b) (6), (b) (7)(C), (b) (7)(D) and (b) (6), (b) (7)(C) went to the hotel (later followed by other 1199 organizers). After the three organizers entered the hotel, they spoke with Home Healthcare Workers of America representative, (b) (6), (b) (7)(C) informed the organizers that supervisors were at the hotel, saying that they were in the meeting room.

⁶ By using rented space in common with the Employer, Local 2020 avoided spending hundreds of dollars on meeting space. The standard rate for the smallest room at the Queens Sheraton was \$400 (plus 21% service charges and applicable taxes) for just one day. Further, to rent a meeting room on the same floor where the purported sexual harassment trainings occurred, (the Board Room East or Board Room West) or rent a room which could accommodate more than 10 people, would have cost Local 2020 an estimated \$600 per day (plus 21% service charges and applicable taxes). See Ex. "J."

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Thinking that the 1199 representatives were workers, (b) (6), (b) (7)(C) explained how Local 2020 came to be at the meeting: (b) (6), (b) (7)(C) did not describe the contacts it had received from interested workers or describe the organizing efforts of Local 2020; instead, (b) (6), (b) (7)(C) explained that typically what happens is that an employer contacts Local 2020. Further, (b) (6), (b) (7)(C) informed the 1199 organizers that the Employer and Local 2020 had signed a neutrality agreement and that Monday, July 22, 2019, was the last day of the meetings.

Preferred's Recognition of Local 2020

We assume that the Employer recognized Local 2020 as the bargaining representative of its workers promptly following the July 2019 meetings and that the Employer and Local 2020 entered into a recognition agreement.

ANALYSIS

I. THE EMPLOYER UNLAWFULLY DISCRIMINATED AGAINST 1199 IN PROVIDING ACCESS TO LOCAL 2020

"The Board has...viewed harshly and found unlawful 8(a)(2) assistance when [an] employer discriminates against one union in the face of a competing organizational campaign." *In re Duane Reade, Inc.*, 338 NLRB 943, 950 (2003). "[Where] an employer sponsors or permits a union to solicit cards on its premises and denies similar access to a competing [u]nion, the Board has found unlawful 8(a)(2) assistance." *Id.*, citing *Ella Industries*, 295 NLRB 976, 979 (1989).

Here, there is no question that Preferred provided Local 2020 with access to its employees while failing and refusing to provide similar access to 1199. Despite the fact that 1199 had made an explicit request to Preferred for access (specifically on the terms that it was offering to other labor unions) and that the Employer knew of 1199's continued interest in and efforts towards representing Preferred workers, Preferred provided only Local 2020 with information about and access to workers at the July 2019 meetings. Local 2020's access was designed to ensure that Local 2020 could maximize its opportunity to sign cards. Even more, the Employer intentionally moved the locations of the employee meetings to outside facilities unknown to 1199, as it had done in 2016, to prevent employees from engaging with 1199.

While it is true that 1199 did not approach Preferred specifically for access to employees at the July 2019 meetings, there was no reason for 1199 to make such a further request, nor was such a request required. First, 1199 could not make a request for access to workers at the July 2019 meetings in advance because the Union did not know about the meetings. The Union only learned about the meetings from workers on the last day the meetings were held. In any case, there was no reason for 1199 to make a specific request for access to workers at the July 2019 meetings because 1199's request for access to Preferred workers still stood. Since the time of the 2016 request, 1199 had continued its efforts towards representing Preferred workers and there was no reason for the Employer to believe that 1199 had rescinded its request. When

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Preferred orchestrated the July 2019 meetings, it indisputably knew – from 1199’s meeting with workers and its organizing outside of the Employer’s premises as well as from the prior Board charges and pending litigation – that 1199 was interested in representing the Preferred workers and that it had continued to take action in furtherance of that goal since 2016 through July 2019.

Additionally, there was no reason for 1199 to make a specific request for access at the July 2019 meetings because it would have been futile to do so. The Board has held that an employer can give undue or improper assistance by providing access to one union, even where a competing union fails to request access if such a request would have been futile. See Morganton Full Fashioned Hosiery Co., 107 NLRB 1534, 1535 (1954). The Board has found that a subsequent request for access would be futile where the employer previously refused to grant access in response to a union’s reasonable request and the employer indicated to the union that there would be no change in the employer’s position. See Pickands Mather & Co., Interlake Steamship Co. Div., 174 NLRB 308, 309 (1969), (“We find, in view of the Employer’s denials of access by Intervenor to employees... in 1966 and again in June 1967 in accord with its ‘long-standing policy,’ that a new request for access...would have been futile.”), aff’d Interlake S.S. Co., Div. of Pickands Mather & Co., 178 NLRB 128 (1969).

Here, a request by 1199 for access at Preferred’s July 2019 purported sexual harassment meetings would have been futile. First, after 1199 made its explicit and reasonable demand for access in 2016, the employer flat out denied 1199’s request, failing and refusing to provide 1199 with a list of employees, information on in-services, or any access at all. Instead, the Employer organized meetings in 2016 with Local 713, at the intentional exclusion of 1199. As the Employer organized and structured the July 2019 meetings in the same way and seemingly with the same intent as in 2016 -- to keep 1199 out -- there is simply no reason to believe that contacting Preferred to request access to workers at the purported sexual harassment trainings would produce any different result. Moreover, the request would have been futile because the Employer had concluded its purported sexual harassment meetings. Based on their conversation with (b) (6), (b) (7)(C) Home Healthcare Workers of America representative, 1199 organizers understood that the date that they learned of the meetings was the last day that the meetings would be held, as Local 2020 had collected sufficient cards, and as such, there would have been no more of the purported sexual harassment trainings.

By giving Local 2020 access to workers and denying 1199 the same, the Employer clearly violated the Act.

II. THE EMPLOYER RENDERED UNLAWFUL ASSISTANCE TO LOCAL 2020

Section 8(a)(2) makes it unlawful for an employer to “dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to a labor organization.” 29 U.S.C. 158(a)(2). In finding a violation of Section 8(a)(2), “there must be an inference that the employer’s assistance denied the employees their right to complete and unhampered freedom in choosing a bargaining representative, without regard to their employer’s

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wishes.” Bell Energy Management Corp., 291 NLRB 168, 178 (1988) citing Machinists Local 35 v. NLRB, 311 U.S. 72 (1940).⁷

“In determining whether an employer has gone beyond lawful cooperation with a [u]nion, the Board examines the totality of the employer’s conduct to determine whether its support would tend to inhibit employees in their free choice regarding a bargaining representative...” In re Duane Reade, Inc., 338 NLRB at 950; see also NLRB v. Midwestern Personnel Services, Inc., 322 F.3d 969 (7th Cir. 2003) (“[T]he gravamen of the violation is whether the employer’s assistance reasonably tends to coerce the employees in the exercise of their organizational rights.”). Consideration is given to “a confluence of factors, with no factor being dispositive...” Midwestern Personnel Services, Inc., 322 F.3d at 977. Factors considered by the Board have included, *inter alia*, “whether the employer solicited contact with the union,” Midwestern Personnel Services, Inc., 322 F.3d at 977; see also Bell Energy Management Corp., 291 NLRB at 178; “whether the employer shepherded its employees to meetings with a prospective union,” Midwestern Personnel Services, Inc., 322 F.3d at 978; whether the employer provided “extraordinary and unfettered access” to persons soliciting cards, Monfort of Colorado, Inc., 256 NLRB 612, 613-14 (1981) (managers left plant for extended lunch, providing opportunity for union to solicit cards unhindered); “direct pressures such as permitting the [u]nion to solicit authorization cards in front of management representative[s],” In re Duane Reade, 338 NLRB at 950;⁸ “indirect pressures such as directing and paying employees to attend union meetings during work time,” In re Duane Reade, 338 NLRB at 950; and whether the employer hastily recognized the union without an independent card check, Vernitron Elec. Components, Inc., 221 NLRB 464, 465 (1975). Additionally, in Northshore Sheet Metal, Inc. and Sheet Metal Workers Int’l. Ass’n., an administrative law judge considered whether an employer’s actions -- there, shutting down all work and holding an all-staff meeting (which was a rarity at the employer) -- sent a strong message to the employees that the meeting with the union was important. 2013 WL 3865066 (July 25, 2013).

In Vernitron, the Board found that unlawful assistance by an employer where: 1) “considerable indirect pressure was placed on employees by their being directed, and paid, by the Employer to attend union meetings during worktime”; 2) the employees were “being solicited to designate the [u]nion as their representative while supervisors...were clearly in a position to watch them execute or refuse to execute the [u]nion’s authorization cards; and 3) the employer “extended recognition within a few hours and without any attempt being made to obtain verification from a neutral party of the Union’s alleged majority status.” 221 NLRB at 465. As

⁷ “Authorization cards obtained with the employer’s assistance and in violation of the statute are tainted and may not be used to establish a union’s majority status. A pattern of employer assistance may, in fact, be sufficient to invalidate all of the cards. [That the union lacked majority support at the time of recognition need not be proven] with mathematical certainty...where there is evidence that the employer unlawfully assisted a union’s organizational campaign. In determining whether a pattern exists, all of the circumstances may be examined, including pre-recognition conduct and post-recognition conduct.” Healthcare Services Group, Inc. and 1199SEIU et al, 2005 WL 3272354 (Nov. 25, 2005) (internal citations omitted).

⁸ In Duane Reade, Inc., union officials spoke to employees “two to three steps” from the employer’s officials. 943 NLRB at 954.

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to the hasty recognition, the Board explained that “the instant recognition granted by Respondent prevented employees who might have felt pressured by the presence of their supervisors from having the opportunity to take subsequent action to either revoke their authorizations or bring another union into the organizational campaign.” Id. at 465.

As discussed more below, the totality of Preferred’s actions clearly tended to coerce the employees in the exercise of their organizational rights.

The circumstances surrounding the set up of the July 2019 meetings coerced employees into selecting Local 2020 as their bargaining unit representative. First, the comments of Home Healthcare Workers of America representative (b) (6), (b) (7)(C) suggest that it was the Employer, not workers who solicited contact with Local 2020. The idea that the Employer contacted Local 2020 is further supported by the timing of the campaign – just after 1199 had filed an RC petition at Edison a time when Preferred’s and Edison’s common owners would have been acutely concerned about keeping 1199 at bay at its other facilities. Second, there is no question that the Employer shepherded workers to meetings with Local 2020. The Employer set up mandatory meetings for hundreds of workers, requiring employees to come to locations where Local 2020 had an inescapable presence. By paying workers for four hours of time, the Employer ensured that Local 2020 had the time to meet and discuss with workers. Third, Preferred expended significant resources in furtherance of Local 2020’s organizing. The Employer spent thousands of dollars to have the meetings at outside locations where Local 2020 could have exclusive access to workers. Such cost was in addition the amounts the Employer expended for the workers’ four hours of pay to be present at the meeting and the food and swag it provided to the employees. This financial backing was support the Employer provided to Local 2020 and not to other unions, including 1199. However, even more, the significant resources spent, which resulted in a gathering of hundreds of workers at an outside facility where the Employer provided food and swag it would not have normally provided, sent a strong message to the employees that meeting with Local 2020 representatives was important to the Employer; further, bringing disparate workers together in a large group on worktime facilitated Local 2020’s collection of cards.

Despite the lack of direct testimony that a specific identifiable supervisor was present when employees signed Local 2020 cards, the Board should not conclude a lack of Employer surveillance as, here, the circumstances as a whole suggested Employer surveillance. There is no dispute that supervisors were present at the July 2019 meetings. Management representatives, including (b) (6), (b) (7)(C) at the Bronx meeting, led the purported sexual harassment trainings and supervisors were present in the facilities. Further, employees could not be sure what other Employer representatives were in the rented facilities and around when they spoke with Local 2020 Representatives, particularly in an industry when employees work in client homes and may not know all Employer supervisors. The boss knew which employees were present at the meetings. Local 2020’s engagement of employees took place not in private areas, but in spaces in the Employer-rented facilities where anyone could have been present. Further, the engagement took place right in front of the meeting room at the Queens Sheraton and within steps of the Employer representatives’ table at the Bronx community center. The fact that the

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employees were asked to sign cards out in the open, where supervisors were present all around the facility was certainly tantamount to the Employer being present right there as employees signed cards.

Finally, and importantly, we assume the Employer promptly recognized Local 2020 as its bargaining representative following the July 2019 meetings. As such, workers, like those in Vernitron, 221 NLRB 464, who may have felt pressured to sign cards at the July 2019 meetings had no opportunity to either revoke their cards or to facilitate organizing by another union, such as 1199.

The facts here are most analogous to those in Healthcare Services Group, Inc. and 1199SEIU et al., where an administrative law judge found that the employer unlawfully pressured employees to sign union authorization cards. 2005 NLRB Lexis 565 (Nov. 25, 2005). There, the employees were “given no prior notice [of the union’s presence] but were left to be accosted and surprised by the union representatives during the course of their work day.” Id. at 43. A Head Nurse coordinated with union representatives on getting employees to speak with the union. Id. at 43-44. The employer was “undeniably friendly and welcoming” to the union in contrast to the management’s prior response to a competing union only seven or eight months before. Id. at 44. Further, the employer knew of the competing union’s plans to launch an organizing campaign at its facility and the employer’s recognition of the union “provided [the employer] an opportunity to prevent such a campaign” by the competing union. Id. at 46. The administrative law judge found that the employer’s support for the union “exceeded the bounds of ministerial cooperation and its actions would have lead [*sic*] employees to conclude that [it] favored their selection of the UFCW as their collective bargaining representative.” Id. at 46-47.

Here, like in Healthcare Services Group, the Employer’s support for Local 2020 went beyond ministerial cooperation to coercion. Here, the Employer also facilitated a “blitzkrieg” style solicitation. Workers had no knowledge that a union would be present at the training but were met with Local 2020 Representatives at every turn in the rented facility; in fact, some workers who attended the meeting in Sheraton in Queens were barraged by Local 2020 from time the they exited the public transportation nearby the Sheraton. The Employer’s facilitation of this level of access to workers at mandatory meetings on paid time was similar to the acts of the Head Nurse in Healthcare Services Group, who ensured that workers were relieved of job duties so that they could speak to the union and facilitated access to all workers in her unit. Even more, at the meeting in the Bronx, Preferred representatives were positioned just steps away from where workers were speaking with Local 2020 Representatives at the table and an Employer representative, at the mandatory meeting, encouraged employees to speak with the union if they had questions about Local 2020. Further, like in Healthcare Services Group, the Employer access provided to Local 2020 stands in stark contrast to the response it provided to 1199’s request for access. And, by recognizing Local 2020, Preferred prevented 1199 from seeking to represent the Preferred workers.

In addition to the actions of the Employer, which interfered with employees Section 7 rights, Local 2020’s actions further support a finding of unlawful assistance. In Monfort of Colorado, Inc., the Board found that “in addition to the unlawful assistance given by the

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Employer..., certain statement and misrepresentations made by [union] organizers also had the effect of coercing them into designating [the union] as their representative and of tainting the [u]nion's majority, if it ever existed." 256 NLRB 612, 613 (1981). Here, the circumstances surrounding the signing of the cards were similarly misleading and tended to coerce employees into signing cards for Local 2020. Workers knew that attendance at the meeting was mandatory and that they would have to sign-in in order to get credit for attending the meeting. Workers, in an unfamiliar environment, were looking for the sign-in table, when Local 2020 representatives pointed workers to the table and asked them to sign cards. Even more, at a meeting in the Bronx, a Local 2020 Representative told worker (b) (6), (b) (7)(C), (b) (7)(D) (and likely others) that the card (b) (6), (b) (7)(C), (b) (7)(D) was signing was the document to sign to record (b) (6), (b) (7)(C), (b) (7)(D) attendance for the meeting.

As is clear from the discussion above, this is not a case where an employer simply permits a union to address employees on company time and property. Rather, Preferred's actions clearly show that it orchestrated meetings with Local 2020 in order to thwart employees' ability to freely choose their representative.

The facts here stand in stark contrast to those in Tecumseh Corrugated Box Co. where the Board found no unlawful assistance by an employer. 333 NLRB 1 (2001). In Tecumseh, like here, union representatives met with workers on company time after the employer gathered the employees for a mandatory meeting and the employer recognized the union shortly after this meeting;⁹ however, the similarities between the cases end there. First, in Tecumseh, unlike here, workers were not required to engage with the union. Though the employer in Tecumseh required employees to gather for a staff meeting,¹⁰ it did not require employees to meet with the union. Id. at 3. Because the union's presence was confined to the lunchroom or breakroom, Id. at 8 n.5, employees in Tecumseh could simply avoid the union by walking out of the room. Here, however, Preferred mandated workers to be present in spaces where Local 2020 had an inescapable presence. It would have been impossible for Preferred workers not to engage with Local 2020 Representatives, who were positioned at the front entrances, in the halls, outside of the required meeting rooms, and even at the nearby bus and subway stops. Second, in Tecumseh, unlike here, the employer held the meeting in its own facility and there is no suggestion that the employer provided food, gifts or supplies to the workers. In stark contrast to the thousands of dollars spent by Preferred, the employer in Tecumseh did not incur additional cost for the space and spent no resources on food or bags. Further, because the meeting in Tecumseh was simply held in a lunchroom or breakroom where no food or swag was provided, unlike here, there was nothing indicating that the meeting was of any special importance to the employer. Third, Tecumseh is distinguishable because there was no employer presence at all

⁹ Though, in Tecumseh, the Board found no unlawful assistance even though the employer granted recognition soon after the meeting with the workers and there was no independent verification, it made clear that hasty recognition without an independent card check is relevant to a finding unlawful assistance, especially where employees pressured to sign cards were prevented from subsequently revoking their cards or bringing in another union. Id. at 8 n.22.

¹⁰ In Tecumseh, the Board specifically notes that the employer gathered the workers for a legitimate purpose, to inform employees of the upcoming acquisition and related changes. Id. at 8 n.18. Here, the purpose of Preferred the meeting was pretextual.

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when workers met with the union. Unlike here, where Local 2020 spoke with workers and solicited cards in entrances, hallways and other common spaces, Tecumseh workers met with union representatives in a private room and only after all management individuals left the space. *Id.* at 3. Additionally, in *Tecumseh*, the Board unequivocally found that the employer did not solicit the union, *Id.* at 7, whereas, here, the facts suggest that Preferred solicited Local 2020. Further, there was no evidence in *Tecumseh* that the circumstances surrounding the signing of the cards was misleading. In *Tecumseh*, the union representative made clear to employees the purpose of signing the cards. *Id.* at 3. Here, however, the circumstances surrounding the signing of cards was misleading as workers, looking for where to register and sign in for a mandatory meeting, were directed to Local 2020 representatives and presented cards; in fact, one Local 2020 representative even stated that workers had to sign the card in order to sign-in for the meeting. Finally, and importantly, in *Tecumseh*, the employer permitted the union an opportunity to meet with workers at a time when no other union had expressed an interest in representing its workforce. There, the General Counsel argued that the employer violated the act where the employer allowed the union to meet with and solicit its employees “at a time when it had reason to know of [a competing union’s] interest in representing those same employees.” *Id.* at 5 (internal quotation marks omitted). However, the evidence there simply did not demonstrate this to be the case. *Id.* at 5-6. Here, however, as discussed above, there is no question that Preferred knew of 1199’s interest in representing its workers at the time that it permitted Local 2020 to solicit its workers. Overall, the contrast of these two cases clearly demonstrate that Preferred went well beyond lawful cooperation and provided unlawful assistance to Local 2020.

II. LOCAL 2020 VIOLATED THE ACT BY ACCEPTING UNLAWFUL ASSISTANCE FROM PREFERRED

“A [u]nion that accepts unlawful assistance from an employer violates Section 8(b)(1)(A) of the Act.” *In re Duane Reade, Inc.*, 943 NLRB at 950 (internal citation omitted). As is clear from the facts above, there can be no question that Local 2020 accepted Preferred’s unlawful assistance. The facts suggest that the Employer solicited Local 2020 and Local 2020 responded to that solicitation. Local 2020 accepted access to workers at rented facilities, access denied to 1199, and operated with an overwhelming force at each location. It engaged on company time with workers required to be present in the facilities. And it solicited cards in common areas where Preferred representatives must have been present. Further, we assume that Local 2020 presented cards to the Preferred immediately after the meetings and then accepted the recognition promptly offered to it. These acts, coupled with the comments from [REDACTED] that the meetings were part of a plan between Local 2020 and the Employer, confirms that Local 2020 not only accepted Preferred’s assistance but was also an integral part of the Employer’s efforts to coerce employees to support Local 2020.

By accepting discriminatory and coercive support from Preferred, Local 2020 violated the Act.

LEVY RATNER, P.C


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CONCLUSION

Preferred and Local 2020 violated the Act. On the heels of the Board and Second Circuit orders, Preferred once again provided unlawful assistance to Local 2020. Consistent with its prior playbook, Preferred provided access to employees to Local 2020, while discriminatorily denying 1199 the same. Further, it orchestrated meetings in a way that unquestionably denied workers complete and unhampered freedom in choosing a bargaining representative, instead coercing employees to select Local 2020. There can be no question that Local 2020 accepted the unlawful assistance provided by Preferred. For the reasons set forth above, the Board should issue complaints against Preferred and Local 2020.

Very truly yours,



Kimberly A. Lehmann

Encl.

Exhibit A

Richard A. Levy
Daniel J. Ratner
Daniel Engelstein^a
Gwynne A. Wilcox^a
Pamela Jeffrey
Kevin Finnegan
Carl J. Levine^a
David Slutsky^a
Allyson L. Belovin
Suzanne Hepner^{*}
Richard Dorn
Robert H. Stroup
Dana E. Lossia^a
Susan J. Cameron^a
Micah Wissinger^{*}
Ryan J. Barbur
Alexander Rabb

LEVY RATNER, P.C.
Attorneys at Law
80 Eighth Avenue, 8th Floor
New York, New York 10011-7175
Telephone (212) 627-8100
Telecopier (212) 627-8182
www.levyratner.com

Laureve D. Blackstone^a
Jorge A. Cisneros
Kimberly A. Lehmann^a
Aleksandr L. Felstiner
Angelica M. Cesario^a
Ceilidh B. Gao



May 18, 2016

**BY OVERNIGHT AND
FIRST-CLASS MAIL**

(b) (6), (b) (7)(C)
Preferred Home Care of New York
1267 57th Street
Brooklyn, NY 11219

Re: 1199SEIU United Healthcare Workers East

Dear (b) (6), (b) (7)(C)

I am the General Counsel of 1199SEIU United Healthcare Workers East ("1199"), which represents more than 75,000 home care workers in New York.

This letter will serve as notice to you that 1199 is conducting an organizing campaign of the home care workers employed by Preferred Home Care of New York ("Preferred"). 1199 demands that Preferred provide equivalent access to Preferred's employees as was provided to another labor organization, including a list of Preferred's home care workers with addresses and telephone numbers. Please be advised that Preferred's refusal to cooperate and/or its entering into a voluntary recognition agreement with another labor organization would be a violation of federal labor law and 1199 will accordingly exercise its rights under the National Labor Relations Act.

Please contact my associate Laureve Blackstone at (212) 627-8100 or at lblackstone@levyratner.com to provide information or discuss.

Very truly yours,

Daniel J. Ratner
Daniel J. Ratner



Cc: Rona Shapiro, 1199SEIU Executive Vice President, Home Care Division

^aAdmitted in NY, MA and DC

^aAdmitted in NY and NJ

^aAdmitted in NY and CT

^aAdmitted in NY and DC

Exhibit D

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PREFERRED HOME CARE OF NEW YORK

and

Case No. 29-CA-208111

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-208114

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND
NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the "Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No. 29-CA-208111 and Case No. 29-CB-208114, which are based on charges filed by 1199SEIU United Healthcare Workers East (the "Charging Party") against Preferred Home Care of New York ("Respondent Preferred") and Local 713, International Brotherhood of Trade Unions (the "Respondent Local 713"), respectively, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the

National Labor Relations Board (the Board) and alleges that Respondent Preferred and Respondent Local 713 have violated the Act as described below.

1. The charge in Case No. 29-CA-208111 was filed by the Charging Party on October 17, 2017, and a copy was served on Respondent Preferred by U.S. mail on October 17, 2017.

2. The charge in Case No. 29-CB-208114 was filed by the Charging Party on October 17, 2017, and a copy was served on Respondent Local 713 by U.S. mail on October 17, 2017.

3. (a) At all material times, Respondent Preferred, a domestic corporation with its principal office and place of business located at 1267 57th Street, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations described above in Paragraph 3(a) during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred derived gross revenues in excess of \$100,000.

(c) During the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, in conducting its business described above in Paragraph 3(a), Respondent Preferred received Medicaid funds in excess of \$5,000 directly from the United States Government.

(d) At all material times Respondent Preferred has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

4. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, Respondent Local 713 has been a labor organization within the meaning of Section 2(5) of the Act.

6. Beginning in about March 2016, and continuing through September 2016, Respondent Preferred gave assistance and support to Respondent Local 713, including by permitting Respondent Local 713 to utilize Respondent Preferred's facilities to organize Respondent Preferred's employees during work time at a time when Respondent Preferred knew that the Charging Party was also organizing Respondent Preferred's employees.

7. On September 30, 2016, Respondent Preferred granted recognition to Respondent Local 713 as the exclusive collective-bargaining representative of the following employees of Respondent Preferred ("the Unit"):

All full-time and regular part-time home health aides and personal care aides at 1267 57th Street, Brooklyn, New York.

8. On April 6, 2017, Respondent Preferred and Respondent Local 713 entered into a collective-bargaining agreement, effective April 1, 2017, covering terms and conditions of employment of Unit employees.

9. The collective-bargaining agreement described above in Paragraph 8 contains a union-security provision which states:

Section 1: All employees covered by this Agreement, who are members of the Union, shall maintain membership in good standing in the Union as a condition of continued employment.

Section 2: All employees covered by this Agreement, who are not members of the Union, shall become members of the Union in good standing on the thirty-first (31st) day from: (a) the date they first commenced work, (b) the date of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.

Section 3: For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the

initiation fees uniformly required as a condition of acquiring and retaining membership.

Section 4: An employee who has failed to acquire or maintain membership in the Union in good standing shall be discharged within fourteen (14) calendar days following receipt of a written demand from the Union to the Employer requesting his discharge. The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that he or she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which he or she is delinquent within fourteen (14) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time period may be extended by mutual agreement of the Employer and the Union.

Section 5: Checkoff. The Employer agrees to deduct from the wages of employees, once a month, out of the first salary payable in each month, the amount of dues and initiation fees employees are required to pay the Union for the month. Once a month, not more than two weeks from the date of such deduction, the Employer will transmit the amount billed and deducted to a duly authorized representative designated by the Union for such purpose. The Union agrees that it will file with the Employer a written authorization executed by each employee authorizing such deductions.

Section 6: The Union shall indemnify and save the Employer harmless against any and all claims, actions or proceedings by any employee that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or reliance on any list, notice or assignment furnished under any such provision.

10. Commencing on or about July 1, 2017 and at all material times thereafter, Respondent Preferred and Respondent Local 713 have been enforcing the collective-bargaining agreement described above in Paragraph 8 by, among other things, deducting union dues from employees' weekly pay and requiring employees to maintain membership in the Union pursuant to the union-security provision described above in Paragraph 9.

11. (a) Respondent Preferred engaged in the conduct described above in Paragraphs 7, 8, and 9 at a time when Respondent Local 713 did not represent a majority of the Unit employees.

(b) Alternatively, Respondent Preferred engaged in the conduct described above in Paragraphs 7, 8, and 9 at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit employees.

12. On September 30, 2016, Respondent Local 713 accepted recognition from Respondent Preferred as described above in Paragraph 7.

13. (a) Respondent Local 713 engaged in the conduct described above in Paragraphs 8, 9, and 12 at a time when Respondent Local 713 did not represent a majority of the Unit.

(b) Alternatively, Respondent Local 713 engaged in the conduct described above in Paragraphs 8, 9, and 12 at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit.

14. By the conduct described above in Paragraphs 7, 8, 10, and 11, Respondent Preferred has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

15. By the conduct described above in Paragraphs 10 and 11, Respondent Preferred has been encouraging its employees to join Respondent Local 713, in violation of Section 8(a)(1) and (3) of the Act.

16. By the conduct described above in Paragraphs 8, 10, 12, and 13 Respondent Local 713 has been restraining and coercing employees in their exercise of the rights guaranteed in Section 7 of the Act, in violation of 8(b)(1)(A) of the Act.

17. By the conduct described above in Paragraphs 10, 12, and 13, Respondent Local 713 attempted to cause and caused Respondent Preferred to maintain an unlawful union security provision, in violation of 8(b)(2) of the Act.

18. The unfair labor practices of Respondent Preferred and Respondent Local 713 described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 14, 15, 16, and 17 the General Counsel seeks an Order requiring that Respondent Preferred permit a Board Agent to read the Notice to Employees at as many in-service trainings during work-time as the Regional Director deems necessary in the three months following the Board Order.

As part of the remedy for the unfair labor practices alleged above in paragraphs 14, 15, 16, and 17 the General Counsel seeks an Order requiring Respondent Preferred to supply the Charging Party, upon its request, with the names and addresses of its current unit employees.

As part of the remedy for the unfair labor practices alleged above in paragraphs 8, 9 and 11, the General Counsel seeks an Order requiring Respondent Preferred to schedule, in consultation with the Charging Party, at each of Respondent Preferred's in-service training sessions during the three months after the final Board Order, 30-minute time periods during which the Charging Party will address Unit employees without Respondent Preferred representatives present.

ANSWER REQUIREMENT

Respondent Preferred and Respondent Local 713 are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the complaint. The answer must be **received by this office on or before March 30, 2018, or**

postmarked on or before March 29, 2018. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on March 29, 2018. The request must be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on April 23, 2018, at 9:30 a.m., at a Fifth Floor hearing room at Two MetroTech Center, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: March 16, 2018 at Brooklyn, New York

s/ Kathy Drew King

KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments

Exhibit E

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

And

Case No. 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-210277

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND
NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the "Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No. 29-CA-210276 and Case No. 29-CB-210277, which are based on charges filed by 1199SEIU United Healthcare Workers East (the "Charging Party") against NAE Edison LLC d/b/a Edison Home Health Care ("Respondent Edison") and Local 713, International Brotherhood of Trade Unions (the "Respondent Local 713"), respectively, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act

(the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent Edison and Respondent Local 713 have violated the Act as described below.

1. The charge in Case No. 29-CA-210276 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Edison by U.S. mail on November 21, 2017.

2. The charge in Case No. 29-CB-210277 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Local 713 by U.S. mail on November 21, 2017.

3. (a) At all material times, Respondent Edison, a domestic corporation with its principal office and place of business located at 946 McDonald Avenue, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations described above in Paragraph 3(a) during the 12-month period ending December 31, 2017, which period is representative of its annual operations, generally, Respondent Edison derived gross revenues in excess of \$100,000.

(c) During the past year, which period is representative of its annual operations generally, in conducting its business described above in Paragraph 3(a), Respondent Edison received funds in excess of \$5,000 directly from entities located outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times Respondent Edison has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

4. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, Respondent Local 713 has been a labor organization within the meaning of Section 2(5) of the Act.

6. Beginning in about March 2016, and continuing through September 2016, Respondent Edison gave assistance and support to Respondent Local 713, including by permitting Respondent Local 713 to utilize Respondent Edison's facilities to organize Respondent Edison's employees during work time at a time when Respondent Edison knew that the Charging Party was also organizing Respondent's Edison's employees.

7. On October 6, 2016, Respondent Edison granted recognition to Respondent Local 713 as the exclusive collective-bargaining representative of the following employees of Respondent Edison ("the Unit"):

All full-time and regular part-time home health aides and personal care aides employed by Respondent Edison at 946 McDonald Avenue, Brooklyn, New York.

8. On April 1, 2017, Respondent Edison and Respondent Local 713 entered into a collective-bargaining agreement covering terms and conditions of employment of Unit employees.

9. The collective-bargaining agreement described above in Paragraph 8 contains a union-security provision which states:

Section 1: All employees covered by this Agreement, who are members of the Union, shall maintain membership in good standing in the Union as a condition of continued employment.

Section 2: All employees covered by this Agreement, who are not members of the Union, shall become members of the Union in good standing on the thirty-first (31st) day from: (a) the date they first commenced work, (b) the date

of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.

Section 3: For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership.

Section 4: An employee who has failed to acquire or maintain membership in the Union in good standing shall be discharged within fourteen (14) calendar days following receipt of a written demand from the Union to the Employer requesting his discharge. The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that he or she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which he or she is delinquent within fourteen (14) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time period may be extended by mutual agreement of the Employer and the Union.

Section 5: Checkoff. The Employer agrees to deduct from the wages of employees, once a month, out of the first salary payable in each month, the amount of dues and initiation fees employees are required to pay the Union for the month. Once a month, not more than two weeks from the date of such deduction, the Employer will transmit the amount billed and deducted to a duly authorized representative designated by the Union for such purpose. The Union agrees that it will file with the Employer a written authorization executed by each employee authorizing such deductions.

Section 6: The Union shall indemnify and save the Employer harmless against any and all claims, actions or proceedings by any employee that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or reliance on any list, notice or assignment furnished under any such provision.

10. Commencing on or about July 1, 2017, and at all material times thereafter, Respondent Edison and Respondent Local 713 have been enforcing the collective-bargaining

agreement described above in Paragraph 8 by, among other things, deducting union dues from employees' weekly pay and requiring employees to maintain membership in the Union pursuant to the union-security provision described above in Paragraph 9.

11. (a) Respondent Edison engaged in the conduct described above in Paragraphs 7, 8, and 9 at a time when Respondent Local 713 did not represent a majority of the Unit employees.

(b) Alternatively, Respondent Edison engaged in the conduct described above in Paragraphs 7, 8, and 9 at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit employees.

12. On October 6, 2016, Respondent Local 713 accepted recognition from Respondent Edison as described above in Paragraph 7.

13. (a) Respondent Local 713 engaged in the conduct described above in Paragraphs 8, 9, and 12, at a time when Respondent Local 713 did not represent a majority of the Unit.

(b) Alternatively, Respondent Local 713 engaged in the conduct described above in Paragraphs 8, 9, and 12, at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit.

14. By the conduct described above in Paragraphs 7, 8, 10, and 11, Respondent Edison has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

15. By the conduct described above in Paragraphs 10 and 11, Respondent Edison has been encouraging its employees to join Respondent Local 713, in violation of Section 8(a)(1) and (3) of the Act.

16. By the conduct described above in Paragraphs 8, 10, 12, and 13 Respondent Local 713 has been restraining and coercing employees in their exercise of the rights guaranteed in Section 7 of the Act, in violation of 8(b)(1)(A) of the Act.

17. By the conduct described above in Paragraphs 10, 12, and 13, Respondent Local 713 attempted to cause and caused Respondent Edison to maintain an unlawful union security provision, in violation of 8(b)(2) of the Act.

18. The unfair labor practices of Respondent Edison and Respondent Local 713 described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 14, 15, 16, and 17 the General Counsel seeks an Order requiring that Respondent Edison permit a Board Agent to read the Notice to Employees at as many in-service trainings during work-time as the Regional Director deems necessary in the three months following the Board Order.

As part of the remedy for the unfair labor practices alleged above in paragraphs 14, 15, 16, and 17 the General Counsel seeks an Order requiring Respondent Edison to supply the Charging Party, upon its request, with the names and addresses of its current unit employees.

As part of the remedy for the unfair labor practices alleged above in paragraphs 8, 9 and 11, the General Counsel seeks an Order requiring Respondent Edison to schedule, in consultation with the Charging Party, at each of Respondent Edison's in-service training sessions during the three months after the final Board Order, 30-minute time periods during which the Charging Party will address Unit employees without Respondent Edison representatives present.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this**

office on or before March 30, 2018, or postmarked on or before March 29, 2018.

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on March 30, 2018. The request must be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on April 23, 2018, at 9:30 a.m., at a Fifth Floor hearing room at Two MetroTech Center, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: March 16, 2018 at Brooklyn, New York

s/ Kathy Drew King

KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments

Exhibit F

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PREFERRED HOME CARE OF NEW YORK

and

Case No. 29-CA-208111

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-208114

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

and

Case No. 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CA-210277

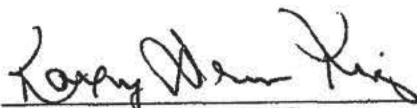
**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

ORDER FURTHER CONSOLIDATING CASES

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the "Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No.

29-CA-208111 and Case No. 29-CB-208114, which are based on charges filed by 1199SEIU United Healthcare Workers East (the "Charging Party") against Preferred Home Care of New York ("Respondent Preferred") and Local 713 International Brotherhood of Trade Unions (the "Respondent Local 713"), respectively, and which were previously consolidated on March 16, 2018, and Case No. 29-CA-210276 and Case No. 29-CB-210277, which are based on charges filed by the Charging Party against NAE Edison LLC d/b/a Edison Home Health Care ("Respondent Edison") and Respondent Local 713, respectively, and which were previously consolidated on March 16, 2018, are hereby further consolidated.

Dated: March 20, 2018



KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Exhibit G

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PREFERRED HOME CARE OF NEW YORK

And

Case No. 29-CA-208111

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-208114

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

And

Case No. 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

And

Case No. 29-CB-210277

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

FORMAL SETTLEMENT STIPULATION

I. INTRODUCTION

Through this formal settlement Stipulation, the undersigned parties to this proceeding

agree that, upon approval of this Stipulation by the Board, a Board Order in conformity with the terms of the Stipulation will issue and a court judgment enforcing the Order will be entered. The Parties agree to the following:

II. JURISDICTION

1. (a) At all material times, Respondent Preferred Home Care of New York (Respondent Preferred), a domestic corporation with its principal office and place of business located at 1267 57th Street, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred derived gross revenues in excess of \$100,000.

(c) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred received funds in excess of \$5,000 directly from points outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times, Respondent Preferred has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

2. (a) At all material times, Respondent NAE Edison LLC d/b/a Edison Home Health Care (Respondent Edison), a domestic corporation with its principal office and place of business located at 946 McDonald Avenue, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Edison derived gross revenues in excess of \$100,000.

(c) In conducting its business operations during the past year, which period is representative of its annual operations generally, Respondent Edison received funds in excess of \$5,000 directly from entities located outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times, Respondent Edison has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

III. LABOR ORGANIZATION STATUS

1. At all material times, Local 713, International Brotherhood of Trade Unions (Respondent Local 713) has been a labor organization within the meaning of Section 2(5) of the Act.

2. At all material times, 1199SEIU United Healthcare Workers East (Charging Party or 1199SEIU) has been a labor organization within the meaning of Section 2(5) of the Act.

IV. PROCEDURAL MATTERS

1. **Filing and Receipt of Charges:** The following charges were filed by the Charging Party:

(a) The charge in Case No. 29-CA-208111 was filed by the Charging Party on October 17, 2017, and a copy was served on Respondent Preferred by U.S. mail on October 17, 2017.

(b) The charge in Case No. 29-CB-208114 was filed by the Charging Party on October 17, 2017, and a copy was served on Respondent Local 713 by U.S. mail on October 17, 2017.

(c) The charge in Case No. 29-CA-210276 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Edison by U.S. mail on November 21, 2017.

(d) The charge in Case No. 29-CB-210277 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Local 713 by U.S. mail on November 21, 2017.

2. **Issuance of Complaints:**

(a) On March 16, 2018, the Regional Director for Region 29 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (the Preferred/Local 713 Complaint) based on charges 29-CA-208111 and 29-CB-208114.

(b) On March 16, 2018, the Regional Director for Region 29 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (the Edison/Local 713 Complaint) based on charges 29-CA-210276 and 29-CB-210277.

(c) On March 20, 2018, the Regional Director for Region 29 of the Board issued an Order Further Consolidating Cases, consolidating the allegations in the Preferred/Local 713 Complaint and the Edison/Local 713 Complaint.

(d) True copies of the Preferred/Local 713 Complaint and the Edison/Local 713 Complaint were duly served by certified mail upon Respondents on March 16, 2018, receipt of which is hereby acknowledged by all parties.

3. **Filing of Answers:**

(a) On March 27, 2018, Respondent Preferred filed an Answer responding to the allegations in the Preferred/Local 713 Complaint.

(b) On March 27, 2018, Respondent Edison filed an Answer responding to the allegations in the Edison/Local 713 Complaint.

(c) On April 2, 2018, Respondent Local 713 filed an Answer responding to the allegations in the Preferred/Local 713 Complaint.

(d) On April 2, 2018, Respondent Local 713 filed an Answer responding to the allegations in the Edison/Local 713 Complaint.

4. **Waiver:** By entering into this Stipulation, Respondent Preferred, Respondent Edison, and Respondent Local 713 waive the following with regard to the allegations in the Preferred/Local 713 Complaint and the Edison/Local 713 Complaint: (a) an administrative hearing; (b) an administrative law judge's decision; (c) the filing of exceptions and briefs; (d) oral arguments before the Board; (e) the making of findings of fact or conclusions of law by the Board; and (f) all further and other proceedings to which the parties might be entitled under the Act or the Board's Rules and Regulations.

5. **The Record:** For the purposes of this Stipulation, the record consists of the following documents: this Stipulation; the charges in Case Nos. 29-CA-208111, 29-CB-208114, 29-CA-210276, and 29-CB-210277; the Preferred/Local 713 Complaint; the Edison/Local 713 Complaint; the Order Further Consolidating Cases; Respondent Preferred's Answer; Respondent Edison's Answer; and Respondent Local 713's Answers. The charges, the Complaints, the Order, and the Answers are attached hereto as Exhibits 1 through 5.

6. **Entire Agreement:** The obligations that each Respondent has agreed

to undertake to remedy the unfair labor practices are set forth in their entirety in pages 1 through 17 of this Stipulation. The Notice postings appended to this Stipulation serve the sole purposes of notifying Respondents' employees about their rights under the Act and notifying the employees of Respondents' obligations to remedy the unfair labor practices alleged in the Complaints. In the event that the Notices do not describe all obligations in this Stipulation, the Respondents agree that they are bound by their obligations set forth in pages 1 through 17 of this Stipulation.

7. **Scope of this Stipulation and Reservation of Evidence:** This stipulation settles only the allegations in the charges filed and in the Complaints issued in above-captioned cases and does not constitute a settlement of any other cases or matters. This Stipulation does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters occurring subsequent to the date of this Stipulation, regardless of whether those matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

8. **Effective Date:** This Stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this Stipulation and the documents constituting the record as described above. Once the Board has approved this Stipulation, Respondents will immediately comply with the provisions of the Order as set forth below.

9. **Non-Admissions Clause:** By entering into this Formal Settlement Stipulation, Respondent Preferred and Respondent Edison do not admit that they have violated the National Labor Relations Act.

V. ORDER

Based on this Stipulation and the record as described above, and without any further notice of proceedings, the Board may enter an Order providing as follows:

Respondent Local 713, its officers, successors, agents, and assigns shall:

1. **Cease and desist from restraining and coercing employees in the exercise of their Section 7 rights, including:**

(a) Representing employees of Respondent Edison and Respondent Preferred for the purpose of collective bargaining unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive collective-bargaining representative of those employees.

(b) Accepting recognition from any employer, including Respondent Preferred and Respondent Edison, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(c) Executing or giving effect to a collective bargaining agreement with any employer, including Respondent Preferred and Respondent Edison, including agreements containing a union security clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(d) Causing or attempting to cause any employer, including Respondent Edison or Respondent Preferred to discriminate against any employees in regard to their

hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by conditioning employment on signing a Local 713 membership application.

(e) Any and all activity in furtherance of being or becoming the exclusive collective bargaining representative of Respondent Edison's employees or of Respondent Preferred's employees, including enforcing collective-bargaining agreements, soliciting union authorization cards from Respondent Edison or Respondent Preferred employees, and discussing the benefits of membership in Local 713 with any of Respondents' employees, for the six-month period following the Regional Director of Region 29's approval of this Stipulation.

(f) Using any Local 713 International Brotherhood of Trade Unions membership cards, which were signed on or before the date that the Board approves this Stipulation, in an effort to seek certification by the National Labor Relations Board as the exclusive collective bargaining representative of any Respondent Edison or Preferred employees for the purpose of collective bargaining.

(g) Using any Local 713 International Brotherhood of Trade Unions membership cards, which were signed on or before the date that the Board approves this Stipulation, in an effort to seek Respondent Preferred or Respondent Edison's voluntary recognition as exclusive representative of any Respondent Preferred or Respondent Edison employees for the purpose of collective bargaining, through a card count performed by an independent arbitrator or any other means.

(h) Seeking certification by the National Labor Relations Board as the exclusive representative of any Respondent Preferred or Respondent Edison employees for the purpose of collective bargaining for the six-month period following the Regional

Director of Region 29's approval of this Stipulation.

(i) In any other manner restraining or coercing employees of Respondent Preferred, Respondent Edison, or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. **Take the following affirmative action necessary to effectuate the policies of the Act:**

(a) After the Board approves this Stipulation, Region 29 will notify Respondent Local 713 of the amounts due. Within 14 days of notification from Region 29 of the amounts due, Respondent Local 713 shall print and deliver checks to Region 29 which reimburse all present and former employees for all dues, initiation fees, and other money paid by employees or withheld from employees pursuant to the April 2017 collective-bargaining agreements between Respondent Local 713 and Respondent Edison and Respondent Preferred. Respondent Local 713 shall also pay the interest on those reimbursements, pursuant to the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010) enf'd denied sub nom *Jackson Hospital Corp. v. NLRB*, 647 F.3d 1137 (D.C. Cir. 2011). Region 29 will distribute the checks to the employees.

(b) Accept Respondent Preferred's withdrawal of recognition of Respondent Local 713 as the exclusive collective bargaining representative of Respondent Preferred's regular full-time and part-time home healthcare aides.

(c) Accept Respondent Edison's withdrawal of recognition of

Respondent Local 713 as the exclusive collective bargaining representative of Respondent Edison's regular full-time and part-time home healthcare aides.

(d) Within 14 days of service by the Region, post at its facility, located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530, copies of the attached notices marked "Appendix A and C," in the languages that the Regional Director deems appropriate. Copies of the notices, on forms provided by Region 29, after being signed by Respondent Local 713's authorized representative, shall be posted by Respondent Local 713 and maintained for 60 consecutive days in conspicuous places, including all places where notices to members and employees are customarily posted. If Respondent Local 713 communicated with the employees of Respondent Preferred or Respondent Edison in any other manner, Respondent Local 713 will also send the notices to the employees in that manner.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

Respondent Preferred, its officers, successors, agents, and assigns shall:

- 1. Cease and desist from rendering assistance and support to Respondent Local 713, including:**
 - (a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Preferred concerning grievances, labor disputes, wages, rates of pay, hours of employment or other terms and conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive representative of those employees.

(b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Preferred's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

(c) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Preferred shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiations fees and any other money Respondent Preferred deducted from its employees since July 1, 2017 pursuant to Respondent Preferred's collective-bargaining agreement with Respondent Local 713.

(b) Within 14 days of the Regional Director's approval of this Stipulation,

Respondent Preferred shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Preferred's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.

(c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Preferred's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Preferred assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14 day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Preferred will assume joint and several liability, only if Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

(d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with the Respondent Preferred with respect to grievances, labor disputes, wages, rates of pay, hours of employment and other conditions of employment.

(e) Within 7 days of the Regional Director's approval of this agreement, Respondent Preferred shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax

system communicates to Respondent Preferred's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

(f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix A" and "Appendix B." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Preferred's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Preferred and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Preferred conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Preferred shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix A" and "Appendix B" to all current employees and former employees employed by Respondent Preferred at any time since July 1, 2017. Respondent Preferred will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. Respondent Preferred agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Preferred has taken to comply.

Respondent Edison, its officers, successors, agents, and assigns shall:

1. Cease and desist from rendering assistance and support to Respondent

Local 713, including:

(a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Edison concerning grievances, labor disputes, wages, rates of pay, hours of employment or other terms and conditions of employment.

(b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Edison's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

(c) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Edison shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiations fees and any

other money Respondent Edison deducted from its employees since July 1, 2017 pursuant to Respondent Edison's collective-bargaining agreement with Respondent Local 713.

(b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Edison shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Edison's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.

(c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Edison's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Edison assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14 day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Edison will assume joint and several liability, only if Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

(d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Edison with respect to grievances, labor disputes, wages, rates of pay, hours of employment and

other conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as such representative.

(e) Within 7 days of the Regional Director's approval of this agreement, Respondent Edison shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent Edison's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

(f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix C" and "Appendix D." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Edison's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Edison and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Edison conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Edison shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix C" and "Appendix D" to all current employees and former employees employed by Respondent Edison at any time since July 1, 2017. Respondent Edison will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. Respondent Edison agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region

attesting to the steps that Respondent Edison has taken to comply.

Respondent Local 713

By: /s/ Date: April 20, 2018

Print name: Bryan McCarthy Title: Attorney

Respondent Preferred

By: Clifford P. Charet Date: April 20, 2018

Print name: Clifford P. Charet Title: Attorney

Respondent Edison

By: Clifford P. Charet Date: April 20, 2018

Print name: Clifford P. Charet Title: Attorney

Charging Party 1199SEIU

By: /s/ Date: April 20, 2018

Print name: (b) (6), (b) (7)(C) Title: (b) (6), (b) (7)(C)

Recommended by:

John Mickley Date: April 20, 2018

John Mickley
Field Attorney
National Labor Relations Board, Region 29

Approved by:

Kathy Drew King Date: April 23, 2018

Kathy Drew King
Regional Director
National Labor Relations Board, Region 29

(APPENDIX A – Local 713 Notice for Preferred Employees)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713 International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

Federal Law Gives You The Right To:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective bargaining agreement with Preferred.

WE WILL NOT charge you union dues or other fees under our collective bargaining agreement with Preferred.

WE WILL NOT accept recognition as your union from Preferred or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Preferred or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Preferred.

WE WILL accept Preferred's withdrawal of recognition of Local 713 as the union representing Preferred's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713; INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

(Respondent Union)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

TWO METRO TECH CENTER STE
5100
FL 5
BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(APPENDIX B – Preferred Notice)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713 International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Preferred states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Preferred's home health aides for the purpose of collective bargaining.

PREFERRED HOME CARE OF NEW YORK

(Respondent Employer)

Dated: _____ By: _____

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

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BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

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(APPENDIX C – Local 713 Notice for Edison Employees)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Care and Local 713 International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

Federal Law Gives You The Right To:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective bargaining agreement with Edison.

WE WILL NOT charge you union dues or other fees under our collective bargaining agreement with Edison.

WE WILL NOT accept recognition as your union from Edison or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Edison or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Edison.

WE WILL accept Edison's withdrawal of recognition of Local 713 as the union representing Edison's home health aides, unless and until the National Labor Relations Board certified Local 713 to be your union.

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

(Respondent Union)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

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5100
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Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

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This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(APPENDIX D-- Edison Notice)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Care and Local 713 International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Edison states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Edison's home health aides for the purpose of collective bargaining.

NAE Edison LLC d/b/a Edison Home Health Care

(Respondent Employer)

Dated: _____ By: _____
(Representative) (Title).

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

TWO METRO TECH CENTER STE
5100
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BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Exhibit H

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

PREFERRED HOME CARE OF NEW YORK

and

Case 29-CA-208111

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case 29-CB-208114

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

and

Case 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case 29-CB-210277

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

DECISION AND ORDER

Statement of the Cases

On April 23, 2018, Preferred Home Care of New York (Respondent Preferred); NAE Edison LLC d/b/a Edison Home Health Care (Respondent Edison) (collectively referred to as Respondent Employers); Local 713, International Brotherhood of Trade

Unions (Respondent Local 713); 1199SEIU United Healthcare Workers East (the Charging Party); and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals.¹ The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondents waived their right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.²

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

The Respondent Employers' businesses

1. (a) At all material times, Respondent Preferred Home Care of New York (Respondent Preferred), a domestic corporation with its principal office and place of business located at 1267 57th Street, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred derived gross revenues in excess of \$100,000.

(c) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred received funds in excess of \$5,000 directly from points outside of the State of New York, including Medicaid funds directly from the United States Government.

¹ The parties subsequently approved a revision to the Order correcting an inadvertent error.

² Member Emanuel is recused and took no part in the consideration of this case.

(d) At all material times, Respondent Preferred has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. (a) At all material times, Respondent NAE Edison LLC d/b/a Edison Home Health Care (Respondent Edison), a domestic corporation with its principal office and place of business located at 946 McDonald Avenue, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Edison derived gross revenues in excess of \$100,000.

(c) In conducting its business operations during the past year, which period is representative of its annual operations generally, Respondent Edison received funds in excess of \$5,000 directly from entities located outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times, Respondent Edison has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The labor organizations involved

1. At all material times, Local 713, International Brotherhood of Trade Unions (Respondent Local 713) has been a labor organization within the meaning of Section 2(5) of the Act.

2. At all material times, 1199SEIU United Healthcare Workers East (the Charging Party or 1199SEIU) has been a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

Respondent Local 713, International Brotherhood of Trade Unions, Garden City, New York, its officers, agents, and representatives, shall:

1. Cease and desist from restraining and coercing employees in the exercise of their Section 7 rights, including:

(a) Representing employees of Respondent Edison and Respondent Preferred for the purpose of collective bargaining, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive collective-bargaining representative of those employees.

(b) Accepting recognition from any employer, including Respondent Preferred and Respondent Edison, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(c) Executing or giving effect to a collective-bargaining agreement with any employer, including Respondent Preferred and Respondent Edison, including agreements containing a union security clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(d) Causing or attempting to cause any employer, including Respondent Edison or Respondent Preferred, to discriminate against any employees in regard to their hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by conditioning employment on signing a Local 713 membership application.

(e) Any and all activity in furtherance of being or becoming the exclusive collective-bargaining representative of Respondent Edison's employees or of Respondent Preferred's employees, including enforcing collective-bargaining agreements, soliciting union authorization cards from Respondent Edison or Respondent Preferred employees, and discussing the benefits of membership in Local 713 with any of the Respondents' employees, for the six-month period following the Regional Director of Region 29's approval of this Stipulation.

(f) Using any Local 713 International Brotherhood of Trade Unions membership cards, which were signed on or before the date that the Board approves this Stipulation, in an effort to seek certification by the National Labor Relations Board as the exclusive collective-bargaining representative of any Respondent Edison or Respondent Preferred employees for the purpose of collective bargaining.

(g) Seeking certification by the National Labor Relations Board as the exclusive representative of any Respondent Preferred or Respondent Edison employees for the purpose of collective bargaining for the six-month period following the Regional Director of Region 29's approval of this Stipulation.

(h) In any other manner restraining or coercing employees of Respondent Preferred, Respondent Edison, or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) After the Board approves this Stipulation, Region 29 will notify Respondent Local 713 of the amounts due. Within 14 days of notification from Region 29 of the amounts due, Respondent Local 713 shall print and deliver checks to Region 29 which reimburse all present and former employees for all dues, initiation fees, and other money paid by employees or withheld from employees pursuant to the April 2017 collective-bargaining agreements between Respondent Local 713 and Respondent Edison and Respondent Preferred. Respondent Local 713 shall also pay the interest on those reimbursements, pursuant to the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). Region 29 will distribute the checks to the employees.

(b) Accept Respondent Preferred's withdrawal of recognition of Respondent Local 713 as the exclusive collective-bargaining representative of Respondent Preferred's regular full-time and part-time home healthcare aides.

(c) Accept Respondent Edison's withdrawal of recognition of Respondent Local 713 as the exclusive collective-bargaining representative of Respondent Edison's regular full-time and part-time home healthcare aides.

(d) Within 14 days of service by the Region, post at its facility, located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530, copies of the attached notices marked "Appendix A and C," in the languages that the Regional Director deems appropriate. Copies of the notices, on forms provided by Region 29, after being signed by Respondent Local 713's authorized representative, shall be posted by Respondent Local 713 and maintained for 60 consecutive days in conspicuous places, including all places where notices to members and employees are customarily posted. If Respondent Local 713 communicated with the employees of Respondent Preferred or Respondent Edison in any other manner, Respondent Local 713 will also send the notices to the employees in that manner.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Respondent Preferred, Brooklyn, New York, its officers, successors, agents, and assigns, shall:

1. Cease and desist from rendering assistance and support to Respondent Local 713, including:

(a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Preferred concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive representative of those employees.

(b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Preferred's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Preferred shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiation fees, and any other money Respondent Preferred deducted from its employees since July 1, 2017, pursuant to Respondent Preferred's collective-bargaining agreement with Respondent Local 713.

(b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Preferred shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Preferred's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.

(c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Preferred's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Preferred assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14-day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Preferred will assume joint and several liability, only if

Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

(d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Preferred with respect to grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment.

(e) Within 7 days of the Regional Director's approval of this agreement, Respondent Preferred shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent Preferred's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

(f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix A" and "Appendix B." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Preferred's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Preferred and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Preferred conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Preferred shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix A" and "Appendix B" to all current employees and former employees employed by Respondent Preferred at any time since July 1, 2017. Respondent Preferred will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. Respondent Preferred agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Preferred has taken to comply.

Respondent Edison, Brooklyn, New York, its officers, successors, agents, and assigns, shall:

1. Cease and desist from rendering assistance and support to Respondent Local 713, including:

(a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Edison concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment.

(b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Edison's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Edison shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiation fees, and any other money Respondent Edison deducted from its employees since July 1, 2017, pursuant to Respondent Edison's collective-bargaining agreement with Respondent Local 713.

(b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Edison shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Edison's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.

(c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Edison's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Edison assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14-day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Edison will assume joint and several liability, only if

Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

(d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Edison with respect to grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as such representative.

(e) Within 7 days of the Regional Director's approval of this agreement, Respondent Edison shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent Edison's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

(f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix C" and "Appendix D." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Edison's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Edison and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Edison conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Edison shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix C" and "Appendix D" to all current employees and former employees employed by Respondent Edison at any time since July 1, 2017. Respondent Edison will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. Respondent Edison agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Edison has taken to comply.

Dated, Washington, D.C., June 14, 2018

John F. Ring, Chairman

Mark Gaston Pearce, Member

Marvin E. Kaplan, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A – Local 713 Notice for Preferred Employees

NOTICE TO MEMBERS POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective-bargaining agreement with Preferred.

WE WILL NOT charge you union dues or other fees under our collective-bargaining agreement with Preferred.

WE WILL NOT accept recognition as your union from Preferred or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Preferred or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Preferred.

WE WILL accept Preferred's withdrawal of recognition of Local 713 as the union representing Preferred's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

The Board's decision can be found at www.nlrb.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX B – Preferred Notice

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Preferred states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Preferred's home health aides for the purpose of collective bargaining.

PREFERRED HOME CARE OF NEW YORK

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX C – Local 713 Notice for Edison Employees

NOTICE TO MEMBERS POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Health Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective-bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective-bargaining agreement with Edison.

WE WILL NOT charge you union dues or other fees under our collective-bargaining agreement with Edison.

WE WILL NOT accept recognition as your union from Edison or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Edison or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Edison.

WE WILL accept Edison's withdrawal of recognition of Local 713 as the union representing Edison's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

The Board's decision can be found at www.nlrb.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX D – Edison Notice

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Health Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective-bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Edison states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Edison's home health aides for the purpose of collective bargaining.

NAE EDISON LLC D/B/A EDISON HOME HEALTH CARE

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

Exhibit I

United States Court of Appeals

FOR THE
SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 9th day of August, two thousand eighteen.

Present:

Rosemary S. Pooler,
Denny Chin,
Christopher F. Droney,
Circuit Judges.

NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

PREFERRED HOME CARE OF NEW YORK,

and

NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE,

and

LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS

Respondents

:
:
:
:
: No. 18-1895
:
:
:
: Board Case Nos.:
: 29-CA-208111
: 29-CB-208114
: 29-CA-210276
: 29-CB-210277
:
:
:
:

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

THIS CAUSE was submitted upon the application of the National Labor Relations Board for entry of a consent judgment against Respondents, Preferred

Home Care of New York, NAE Edison LLC d/b/a Edison Home Health Care, and Local 713, International Brotherhood of Trade Unions, their officers, agents, successors, assigns and representatives, enforcing its order dated June 14, 2018, in Case Nos. 29-CA-208111, 29-CB-208114, 29-CA-210276 and 29-CB-210277, and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Second Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Respondents, Preferred Home Care of New York, NAE Edison LLC d/b/a Edison Home Health Care, and Local 713, International Brotherhood of Trade Unions, their officers, agents, successors, assigns and representatives shall abide by and perform the directions of the Board set forth in its order (See Attached Order and Appendices).

Mandate shall issue forthwith.

FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk

A circular seal of the United States Court of Appeals for the Second Circuit is positioned over the signature. The seal contains the text "UNITED STATES", "SECOND CIRCUIT", and "COURT OF APPEALS".

NATIONAL LABOR RELATIONS BOARD

v.

PREFERRED HOME CARE OF NEW YORK,
NAE EDISON LLC D/B/A EDISON HOME HEALTH CARE, AND
LOCAL 713, INTERNATIONAL BROTHERHOOD OF TRADE UNIONS

ORDER

Respondent Local 713, International Brotherhood of Trade Unions, Garden City, New York, its officers, agents, and representatives, shall:

1. Cease and desist from restraining and coercing employees in the exercise of their Section 7 rights, including:
 - (a) Representing employees of Respondent Edison and Respondent Preferred for the purpose of collective bargaining, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive collective-bargaining representative of those employees.
 - (b) Accepting recognition from any employer, including Respondent Preferred and Respondent Edison, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.
 - (c) Executing or giving effect to a collective-bargaining agreement with any employer, including Respondent Preferred and Respondent Edison, including agreements containing a union security clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.
 - (d) Causing or attempting to cause any employer, including Respondent Edison or Respondent Preferred, to discriminate against any employees in regard to their hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by conditioning employment on signing a Local 713 membership application.
 - (e) Any and all activity in furtherance of being or becoming the exclusive collective-bargaining representative of Respondent Edison's employees or of Respondent Preferred's employees, including enforcing collective-

bargaining agreements, soliciting union authorization cards from Respondent Edison or Respondent Preferred employees, and discussing the benefits of membership in Local 713 with any of the Respondents' employees, for the six-month period following the Regional Director of Region 29's approval of this Stipulation.

- (f) Using any Local 713 International Brotherhood of Trade Unions membership cards, which were signed on or before the date that the Board approves this Stipulation, in an effort to seek certification by the National Labor Relations Board as the exclusive collective-bargaining representative of any Respondent Edison or Respondent Preferred employees for the purpose of collective bargaining.
 - (g) Seeking certification by the National Labor Relations Board as the exclusive representative of any Respondent Preferred or Respondent Edison employees for the purpose of collective bargaining for the six-month period following the Regional Director of Region 29's approval of this Stipulation.
 - (h) In any other manner restraining or coercing employees of Respondent Preferred, Respondent Edison, or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) After the Board approves this Stipulation, Region 29 will notify Respondent Local 713 of the amounts due. Within 14 days of notification from Region 29 of the amounts due, Respondent Local 713 shall print and deliver checks to Region 29 which reimburse all present and former employees for all dues, initiation fees, and other money paid by employees or withheld from employees pursuant to the April 2017 collective-bargaining agreements between Respondent Local 713 and Respondent Edison and Respondent Preferred. Respondent Local 713 shall also pay the interest on those reimbursements, pursuant to the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). Region 29 will distribute the checks to the employees.

- (b) Accept Respondent Preferred's withdrawal of recognition of Respondent Local 713 as the exclusive collective-bargaining representative of Respondent Preferred's regular full-time and part-time home healthcare aides.
- (c) Accept Respondent Edison's withdrawal of recognition of Respondent Local 713 as the exclusive collective-bargaining representative of Respondent Edison's regular full-time and part-time home healthcare aides.
- (d) Within 14 days of service by the Region, post at its facility, located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530, copies of the attached notices marked "Appendix A and C," in the languages that the Regional Director deems appropriate. Copies of the notices, on forms provided by Region 29, after being signed by Respondent Local 713's authorized representative, shall be posted by Respondent Local 713 and maintained for 60 consecutive days in conspicuous places, including all places where notices to members and employees are customarily posted. If Respondent Local 713 communicated with the employees of Respondent Preferred or Respondent Edison in any other manner, Respondent Local 713 will also send the notices to the employees in that manner.
- (e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Respondent Preferred, Brooklyn, New York, its officers, successors, agents, and assigns, shall:

1. Cease and desist from rendering assistance and support to Respondent Local 713, including:
 - (a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Preferred concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive representative of those employees.
 - (b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security

and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Preferred's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

- (c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Preferred shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiation fees, and any other money Respondent Preferred deducted from its employees since July 1, 2017, pursuant to Respondent Preferred's collective-bargaining agreement with Respondent Local 713.
 - (b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Preferred shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Preferred's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.
 - (c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Preferred's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Preferred assumes joint and several liability for making the employees whole, including daily compounded

interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14-day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Preferred will assume joint and several liability, only if Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

- (d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Preferred with respect to grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment.
- (e) Within 7 days of the Regional Director's approval of this agreement, Respondent Preferred shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent Preferred's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.
- (f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix A" and "Appendix B." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Preferred's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Preferred and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Preferred conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Preferred shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix A" and "Appendix B" to all current employees and former employees employed by Respondent Preferred at any time since July 1, 2017. Respondent Preferred will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. Respondent Preferred agrees to post and mail notices

translated by the Region in all languages deemed appropriate by the Regional Director.

- (g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Preferred has taken to comply.

Respondent Edison, Brooklyn, New York, its officers, successors, agents, and assigns, shall:

1. Cease and desist from rendering assistance and support to Respondent Local 713, including:
 - (a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Edison concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment.
 - (b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Edison's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.
 - (c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Edison shall provide payroll documents, dues remittance reports, and other

information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiation fees, and any other money Respondent Edison deducted from its employees since July 1, 2017, pursuant to Respondent Edison's collective-bargaining agreement with Respondent Local 713.

- (b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Edison shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Edison's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.
- (c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Edison's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Edison assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14-day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Edison will assume joint and several liability, only if Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.
- (d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Edison with respect to grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as such representative.
- (e) Within 7 days of the Regional Director's approval of this agreement, Respondent Edison shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent

Edison's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

- (f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix C" and "Appendix D." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Edison's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Edison and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Edison conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Edison shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix C" and "Appendix D" to all current employees and former employees employed by Respondent Edison at any time since July 1, 2017. Respondent Edison will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. Respondent Edison agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.
- (g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Edison has taken to comply.

APPENDIX A – Local 713 Notice for Preferred Employees

**NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with your employer on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective-bargaining agreement with Preferred.

WE WILL NOT charge you union dues or other fees under our collective-bargaining agreement with Preferred.

WE WILL NOT accept recognition as your union from Preferred or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Preferred or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Preferred.

WE WILL accept Preferred's withdrawal of recognition of Local 713 as the union representing Preferred's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713, INTERNATIONAL
BROTHERHOOD OF TRADE UNIONS**

The Board's decision can be found at www.nlrb.gov/case/29-CA-208111 or by using the QR code below.

Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX B – Preferred Notice

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Preferred states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Preferred's home health aides for the purpose of collective bargaining.

PREFERRED HOME CARE OF NEW YORK

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below.

Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX C – Local 713 Notice for Edison Employees

**NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Health Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective-bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union

Choose a representative to bargain with your employer on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective-bargaining agreement with Edison.

WE WILL NOT charge you union dues or other fees under our collective-bargaining agreement with Edison.

WE WILL NOT accept recognition as your union from Edison or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Edison or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Edison.

WE WILL accept Edison's withdrawal of recognition of Local 713 as the union representing Edison's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713, INTERNATIONAL
BROTHERHOOD OF TRADE UNIONS**

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.